



United States Department of the Interior
National Business Center
Aviation Management
4405 Lear Court
Anchorage, AK 99502



Greetings Prospective Offerors

Solicitation No. N10PS35004: Exclusive Use Helicopter Flight Services to Support Bureau of Land Management, Natural Resource Projects in and around Fairbanks Alaska

The attached Request for Proposals (RFP) is to acquire fully Contractor operated and maintained helicopter flight services consisting of one helicopter and associated equipment that will be used as directed by the Department of the Interior (DOI) for use in support as specified in the solicitation. The services of the RFP are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 12, Acquisition of Commercial Items and FAR Subpart 13.5, Test Program for Certain Commercial Items. The contents of the solicitation are as described in the Table of Contents.

☺☺☺ SPECIAL NOTICE

I would like to direct your attention to the information included in this letter. It is intended to assist you in preparing your offer and to identify items that may affect the offer you submit in response to this requirement.

BACKGROUND –

The primary purpose of the contract will be to obtain one fully Contractor operated and maintained exclusive use helicopter flight services in support of resource management activities and other government agency work. Services will consist of transport of personnel and cargo for remote radio site maintenance and to support geological, archaeological, pale ontological, hydrological, and compliance activities.

Section D, 52.212-1, Instructions to Offerors and Evaluation, discusses what you should do to submit a proposal and how we will evaluate the proposals received. Prior to submission of your proposal, please check to see that you have included all the information requested. Failure to include the information identified may adversely effect the evaluation of your proposal.

If your offer is selected for award, your prices will remain in effect for the first year of the contract as well as subsequent option years if option years are included and exercised. No adjustments to prices will be made except as otherwise permitted in the solicitation specifications. Renewal of the contract(s) is at the option of the Government and this should be given careful consideration when considering costs that may impact operation of your aircraft over the contract period.

Proposals are due by 10:00 AM, March 11, 2010. Proposals received after this time and date would be subject to the conditions of D2.5, Late Submissions, Modifications, Revisions, and Withdrawals of Offers.

You are urged to carefully read the solicitation in its entirety, as the solicitation does include new and/or updated provisions and clauses. Some items worthy of your attention and that could affect the proposal you submit, are:

- No Government fixed flight rates are used –offeror will submit pricing for flight rates
- One VHF-AM panel mounted radios (B7.3.2)
- GPS requirements (B7.4)
- Offer contents to be submitted (D4)
- Successful offeror must be registered in ORCA and the Central Contract Registration (CCR) in order for an award to be made (D7)
- Section E – Offeror may complete representations and certifications by an annual electronic submission.

QUESTION AND ANSWER PERIOD

If after reading the solicitation, you find you have questions, please submit your questions in writing they will be researched and answered via an amendment to the solicitation. Questions will be accepted until 4:00 pm February 25, 2010, and answers will be posted by close of business February 26, 2010.

Thank you

V. Michele Waters

V. Michele Waters, Contracting Officer

907-271-5021

Michele_Waters@nbc.gov

Proposal requirements are listed below:

You are required to submit the following documents (as described in Section D) upon thorough review of your requirements under the solicitation:

- ☐ Completed Standard Form 1449 with blocks 12 (as applicable), 17 (no code or facility code required), and 30 (include signature, title, and date) completed.
- ☐ Completed Item Pricing (multiple schedules if offering differently priced aircraft)
- ☐ Section E, Offerors Representations and Certifications (to include tax Id number)
- ☐ Offerors Miscellaneous Information
- ☐ A completed copy of the Aircraft Questionnaire (for each aircraft offered)
- ☐ A completed copy of the Pilot Questionnaire
- ☐ A completed copy of the AMD 64H
- ☐ A completed copy of the Reference Questionnaire
- ☐ Acknowledgment of Solicitation Amendments (if any) which will be posted on www.fbo.gov

Additional Requirements:

- ☐ Prior to any award, Offerors are also required to be registered in ORCA database (<https://orca.bpn.gov>) and the Central Contractor Registration database (www.ccr.gov) for the NAICS of the agreement (481211).
- ☐ Prior to any payments, an ACH-Vendor/Miscellaneous Payment Enrollment Form is required to set up Electronic Payments along with a W-9. If you have previously submitted this information to Aviation Management you do not need to resubmit unless the information has changed.
- ☐ Annually, vendors are required to update FAR 52.212-3 Offerors Representations and Certifications, online using the Online Representations and Certifications Application (ORCA) at <http://orca.bpn.gov>.

Please mail the entire package back to:

**Aviation Management
Attn: V. Michele Waters
4405 Lear Court
Anchorage, AK 99502**

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6. SOLICITATION ISSUE DATE 02/17/2010
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8. OFFER DUE DATE/ 03/11/2010
LOCAL TIME 10:00 am

(Use Reverse and/or Attach Additional Sheets as Necessary)

26. TOTAL AWARD AMOUNT	(For Govt. Use Only)
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31c. DATE SIGNED

Line Item Summary	Document Number N10PS35004	Title Helicopter Flight Services	Page 3 of 62
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	Helicopter Flight Services		0.00		\$	\$
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(06/01/2010 to 08/29/2010)

Exclusive Use Helicopter Flight Services

See Schedule A for Pricing Schedule

Funding provided with individual orders under a Not To Exceed Amount
Contract Period: date of award through 2/28/2011

SECTION A - REQUIREMENTS AND PRICES

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SECTION A - REQUIREMENTS AND PRICES

SECTION A – REQUIREMENTS AND PRICES

CONTRACT ACRONYMS

AC Advisory Circular
AD Airworthiness Directive
AMD Aviation Management Directorate
A&P airframe and power plant
APCO Association of Public-Safety Communications Officials
ASM Aviation Safety Manager
ASO Aviation Safety Office
ASTM American Society for Testing and Material
ATC air traffic control
CFR Code of Federal Regulations
CO Contracting Officer
COR Contracting Officer's Representative
COTR Contracting Officer's Technical Representative
CFR Code of Federal Regulations
CTCSS continuous tone coded squelch system
DM degrees/minutes/decimal minutes
DOI Department of Interior
DOT Department of Transportation
ELT emergency locator transmitter
EPA Environmental Protection Agency
ERG Emergency Response Guidebook
FAA Federal Aviation Administration
FAR Federal Acquisition Regulations
FS Forest Service
FTR Federal Travel Regulations
GVW gross vehicle weight
GPM gallons per minute
GPS global positioning system
HIGE hover-in-ground effect
HOGE hover-out-of-ground effect
IAT interagency aviation training
ICAO International Civil Aviation Organization
ICS intercom system
IFR instrument flight rules
IP Institute of Petroleum
MMSB Manufacturer's Mandatory Service Bulletins
NBC National Business Center
NFPA National Fire Protection Association
NTSB National Transportation Safety Board
NWCG National Wildfire Coordinating Group
PA public address system
PFD personal flotation device
PIC pilot-in-command
PPE personal protective equipment
PSD plastic sphere dispenser
PSI pounds per square inch
PTT push to talk
RFP Request for Proposals
RPM revolutions per minute
SFI Safety Foundation Incorporated
STEP Single-skid, Toe-In and Hover Exit/Entry Procedures
TBO time between overhaul

TSO technical service order
UL Underwriter's Laboratory
USDA United States Department of Agriculture
VFR visual flight rules
VNE velocity never exceed
VOX voice activation
VSWR voltage standing wave ratio

SECTION A - REQUIREMENTS AND PRICES

SCHEDULE OF SUPPLIES/SERVICES

A1 Item Requirement

<u>ITEM</u>	<u>DESCRIPTION</u>
-------------	--------------------

- | | | |
|----|--------------------------------------|--|
| 1. | <u>Designated Base</u> | Fairbanks, AK |
| | <u>Period of Usage</u> | 90 Days, June 1 thru Aug 29, 2010 (N1) |
| | <u>Aircraft Requirement:</u> | One Light helicopter equipped as specified in Section B. (N2) |
| | <u>Crew Requirements:</u> | Pilot-in-Command (PIC), Mechanic |
| | <u>Minimum Aircraft Requirements</u> | |
| | Seating: | -- Seating: Five insured passenger seats |
| | | -- Cruising airspeed: 115 nautical miles per hour at sea level |
| | | ---Internal payload (HIGE) 700 pounds and (HOG) of 600 pounds at 20 degrees C at 3,000 feet pressure altitude using a pilot weight of 200 pounds, 25 pound survival kit and fuel for 1.9 hours. (N3) |
| | | -- Range: 280 statute miles at sea level (not including 20 minutes reserve (fuel). |
| | --Powerplant: | -- Turbine engine rated at 641 shaft horsepower exclusive of installation limitations. |
| | --Landing Gear: | -- Skid Type, extended height |

N1. Contractor may be required to operate from alternate base(s) when dispatched by the Government.

N2. A Bell 206L-3, Bell 206L-4, Bell 206L/C30-P, AS350BA or AS350B1/B2 should typically fulfill the above requirements; however, offeror should ensure their specific helicopter is capable of meeting the above minimum requirements.

N3. Payload amounts shall be computed by using the Government's Standard Interagency Load Calculation Method and Form and the Helicopter Fuel Consumption and Weight Reduction Chart included under Section B Exhibits along with the offered aircraft's applicable Hover Ceiling Charts, weight and balance report and equipment list that you provide.

NOTE: All Exhibits applicable to this solicitation are included at the end of Section C.

SECTION A - REQUIREMENTS AND PRICES

A2 Item 1 Pricing

ITEM 1 – Complete shaded areas only.

DESIGNATED BASE Fairbanks	EXCLUSIVE USE PERIOD 90 days	START DATE June 1, 2010 END DATE August 29, 2010
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OFFEROR NAME		
AIRCRAFT FOR THIS PRICING SCHEDULE	Make/Model	FAA Registration #

ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2010 1.a.	1st YEAR 6/1 – 8/29 Price per day for availability	AV	90	DAYS		
1.b.	Price per flight hour for estimated flight hours (Dry)	FT	ESTIMATED 250	FLIGHT HOURS		

BASE YEAR – ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS – 1st year, 2010

2011 1.a.	2nd YEAR 6/1 – 8/29 Price per day for availability	AV	90	DAYS		
1.b.	Price per flight hour for estimated flight hours (Dry)	FT	ESTIMATED 250	FLIGHT HOURS		

1st OPTION YEAR – ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS – 2nd YEAR, 2011

2012 1.a.	3rd YEAR 6/1 – 8/29 Price per day for availability	AV	90	DAYS		
1.b.	Price per flight hour for estimated flight hours (Dry)	FT	ESTIMATED 250	FLIGHT HOURS		

2nd OPTION YEAR – ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS – 3RD YEAR, 2012

2013 1.a.	4th YEAR 6/1 – 8/29 Price per day for availability	AV	90	DAYS		
1.b.	Price per flight hour for estimated flight hours (Dry)	FT	ESTIMATED 250	FLIGHT HOURS		

3rd OPTION YEAR – ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS – 4th YEAR, 2013

ITEM 1 - ESTIMATED TOTAL PRICE – FOUR YEARS

SECTION A - REQUIREMENTS AND PRICES

BELOW INFORMATION SHALL BE COMPLETED BY THE CONTRACTING AGENCY AT AWARD

Aircraft payload is an element of your offer. The hover-out-of ground effect (HOGE) payload that was confirmed for the aircraft identified on the following page is made a part of the contract. Payload is computed using the Section A payload requirement and will be verified at the time of aircraft inspection. Water/retardant bucket sizes appropriate for this contract are identified below.

GOVERNMENT USE ONLY

CONFIRMED HOGE PAYLOAD AMOUNT		
PERFORMANCE REFERENCE (FLIGHT MANUAL PAGE/CHART)		
WATER/RETARDANT BUCKET CAPACITY REQUIRED	1ST	2ND

	VARIABLE PAY ITEMS	AMD-23 PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE
c	Additional Personnel (Flight Crew)	AC	INDEFINITE	DAY	
d	Subsistence Allowance	PD	INDEFINITE	Overnight	Per FTR Schedule
e	Contractor Miscellaneous Costs	SC	INDEFINITE	EACH	Actual Cost
f	Contractor Furnished Fuel	FC	INDEFINITE	EACH	Actual Cost

SECTION B – TECHNICAL REQUIREMENTS

SECTION B – TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor-operated and maintained exclusive use helicopter flight services to transport personnel and/or cargo in support of Government natural resource missions. Contractor services include provisions for a helicopter, personnel, and all other associated equipment, as prescribed in this solicitation. Missions will include, but are not limited to, support of natural resource field crews, External loads, personnel transport and law enforcement limited to non-threatening surveillance and reconnaissance, and other administrative and related resource activities. The Government will direct aircraft to support its missions and objectives.

B1.2 During the exclusive use period and any subsequent extension, aircraft furnished shall be subject to the exclusive use and control of the Government 24 hours per day, seven days per week.

B1.3 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are an integral element of this relationship.

B1.4 The Government has interagency and cooperative agreements with other Federal and State agencies and private landholders and may dispatch aircraft under this contract for such cooperative use.

B1.5 Aircraft furnished under this contract may be required to perform in Alaska, Canada or any of the 48 conterminous United States.

B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times:

B2.1 A Federal Aviation Administration (FAA) Air Carrier or Operating Certificate which authorizes the Contractor to operate in the category and class of aircraft and under flight conditions required by this contract (e.g., rotorcraft, visual flight rules (VFR) day/night, passengers, and cargo) in the conterminous United States, and Alaska and Canada as applicable.

B2.2 A Title 14 of the Code of Federal Regulations (CFR) Part 135 Air Carrier certificate. These aircraft must be carried on the list required by 14 CFR Part 135.63 or

Operations Specifications Part D, "Aircraft Listing," as appropriate.

B2.3 A 14 CFR Part 133 "Rotorcraft External Load Operations" certificate which authorizes Class B loads, as a minimum.

B2.4 The contract aircraft must have a Standard Airworthiness certificate. Installation of any equipment required by this contract must be FAA approved.

B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) typed provisions of these specifications; (2) DOI, NBC, Aviation Management supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; (5) other documents incorporated by reference.

B4 Contracts

The Contractor must maintain a copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.1 Substitution of Aircraft or Personnel

At the discretion of the Government, the Contractor may substitute aircraft or personnel during performance of the contract provided each substitution is inspected and accepted in accordance with Section C.

EQUIPMENT REQUIREMENTS

B5 Condition of Equipment

The Contractor-furnished helicopter, fuel servicing vehicle, [L48 requirement only] and all other required equipment must be operable, free of damage, and in good repair. Aircraft systems and components must be free of leaks, except where specified by the manufacturer.

B5.1 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, repairs, or tinting which hinder visibility.

B5.2 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for lap belt and shoulder harness conditions that are not acceptable.

SECTION B – TECHNICAL REQUIREMENTS

B5.4 Military or other similar low visibility paint schemes are unacceptable. The Contracting Officer's Technical Representative (COTR) may approve high visibility enhancements.

B6 Aircraft Equipment Requirements

The Contractor must provide one fully compliant helicopter that is equipped as shown below for each item:

B6.1 A complete set of current aeronautical charts covering area of operations. Sectional charts and supplements for AK

B6.2 One digital hour meter recording in hours and tenths installed in a location visible by the pilot and front seat observer while seated. The meter must be wired in series with a switch on the collective control, and a switch activated by engine or transmission oil pressure or by equivalent means, to record flight time only.

B6.3 Free air temperature gauge.

B6.4 One set of individual lap belts for each installed seat.

B6.5 Double strap shoulder harness with automatic or manual locking inertia reel for each front seat occupant. Shoulder straps and lap belts must fasten with one single-point metal-to-metal, quick-release mechanism. Heavy-duty (military-style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap belt buckle are acceptable.

B6.6 Shoulder harnesses (either single-strap or double-strap) for each aft cabin occupant. Shoulder harness straps and lap belts must fasten with a single-point, metal-to-metal, quick-release mechanism.

B6.7 Fire extinguisher(s), as required by 14 CFR Part 135, must be a handheld bottle, minimum 2-B:C rating, mounted and accessible to the flight crew while seated. (See the fire extinguisher maintenance instructions in Section B29.)

B6.8 Dual controls for initial pilot performance evaluation.

B6.9 Aircraft lighting for night operation in accordance with 14 CFR Part 91.205(c), including instrument lights.

B6.10 A strobe light, with either a white, or half white and half red lens, mounted on top of the aircraft, or otherwise visible from above. If the aircraft certification requires the anti-collision light to be aviation red, then a white strobe light with an independent activating switch must be provided in addition to the red strobe. An STC'd red LED strobe is also acceptable.

B6.11 The aircraft shall be equipped with a forward-facing recognition pulse light system. The system shall pulse alternating on and off. The Bell series helicopters requires

improved light positioning such as the Field Support Services P/N LLP-6. The AS-350 standard landing light/taxi light position is acceptable. A pulselite model 1220/2410-2 will provide for the pulse requirement.

B6.12 Approved engine air intake filtering devices capable of filtering sand and dust particles.

Note: Contractor is cautioned that the helicopter will be expected to operate in a dirty environment. Rotorwash can be expected to include sand, ash, dust, and other abrasive particulates.

B6.13 High-skid-type landing gear, if manufactured for make and model

B6.14 Personnel access steps for aircraft with a floor height greater than 18 inches, to ensure safe entrance and exit from each door.

B6.15 Locking cap(s) on all fuel inlet ports.

B6.16 Cabin heater and window defogger.

B6.17 Thirty five cubic feet of internal enclosed baggage space to include:

B6.17.1 Fifteen cubic foot baggage compartment within the aircraft fuselage specifically designed to carry cargo separate from the cabin. This compartment must be capable of accommodating 58-inch long shovels, rakes, and other tools (requiring rear bulkhead modification of baggage compartment of some models).

B6.17.2 Baggage compartments for the AS-350 series aircraft shall include the Canadian Eurocopter cargo pod P/Ns ECL-018LH and ECL-019RH.

B6.17.3 Bell 206 Series Only. External cargo racks with tie-down nets, straps, or bungees shall be provided for installation if requested by the Contracting Officer. The Contractor shall be notified prior to the start of each season if external racks shall be installed. The racks shall meet the following requirements: Cargo racks shall be at least 2.5 inches deep with a horizontal surface area of at least 48 x 15 inches, and meet construction methods and procedures prescribed by Advisory Circulars 43.13-1A and 43.13-2A or an approved supplemental type certificate. The Alaskan Skycraft style Transporters meet this requirement.

B6.18 Aircraft manufactured with a parcel/storage area behind the rear passenger seats shall be equipped with a cargo restraint system for that area.

All construction methods must be as prescribed by Advisory Circular (AC) 43.13-1B and 43.13-2A or other FAA approval.

SECTION B – TECHNICAL REQUIREMENTS

B6.19 Tundra boards or snow pads. (To be installed when requested by the Government.)

B6.20 Snow kit or necessary equipment to allow flight during falling snow.

B6.21 Main rotor tie-down kit.

B6.22 Main Rotor Brake

B6.23 Operation with the AS350 Pocket Door removed shall be FAA approved.

B6.24 A first aid kit containing items specified in the First Aid and Survival Kits Exhibit must be carried aboard the aircraft on all flights.

B6.25 A survival kit containing items specified in First Aid and Survival Kits Exhibit must be carried aboard the aircraft on all flights and must be included in weight and balance/load calculations. [see First Aid and Survival Kit requirements]

B6.26 A convex mirror for the pilot to observe the External load. The convex mirror is not required for aircraft equipped and modified for vertical reference external load operation (i.e., door gauges, modified seat, alternate cargo hook release positions, bubble window) or for aircraft where direct vertical reference is possible.

B6.27 One cargo hook that may be loaded and locked in a single motion with one hand and is rated at the maximum lifting capacity of the aircraft. (See the cargo hook maintenance requirements in Section B29.) That employs both electric and manual release systems.

B6.28 All fabrication and installation methods must comply with 14 CFR Part 133 and AC 43.13-1B.

B6.29 Two (2) "Barrel slings" or lifters to transport two 55-gallon drums by external load.

Note: When a 50' wire rope and barrel slings are used to transport 55 gallon drums, a "basic" sling endorsement on the pilot's card will meet the requirements of this contract. (Alaska only)

B7 Avionics Requirements

B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from DOI NBC-Aviation Management Avionics, or at <http://amd.nbc.gov/library/handbooks/aots.pdf>).

B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2A Chapter 1, "Structural Data," Chapter 2, "Radio Installation," and Chapter 3, "Antenna Installation" is required.

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 2.5 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

B7.3 Communications Systems

B7.3.1 One automatic-portable/automatic-fixed or automatic-fixed Emergency Locator Transmitter (ELT), certified to Technical Standard Order TSO-C126, utilizing an external antenna and meeting the same requirements as those detailed for airplanes in 14 CFR Part 91.207 (excluding section f). It must be installed in a conspicuous or marked location.

In lieu of the ELT requirement above, an automatic fixed emergency locator transmitter (ELT AF) meeting TSO-C91A or an ELT that requires tools to remove from the aircraft may be acceptable when a handheld portable ELT/EPIRB is furnished. The ELT/EPIRB shall be compact and easily carried by the PIC. Note: A 406 MHz EPIRB is required.

B7.3.2 One panel-mounted VHF-AM (VHF-1) aeronautical transceiver having a minimum of 760 channels covering 118.000 to 136.975 MHz, with channels selectable in no greater than 25 kHz increments, and a minimum of 5 watts carrier output power, must be installed in the aircraft. The transceiver's operational controls must be mounted in a location which is readily visible and accessible to the pilot.

B7.3.3 One APCO Project 25-compliant (P25) VHF-FM aeronautical transceiver (FM-1), which provides selection of narrowband (12.5 kHz) analog, wideband (25.0 kHz) analog, or narrowband (12.5kHz) digital bandwidth operation on each of a minimum of 100 MAIN field-programmable channels. The transceiver's operational controls must be located and arranged so that the pilot and observer/copilot, when seated, have full and unrestricted movement of each control without

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interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the MAIN band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136
Cobham (formerly NAT) NPX-136D-070

B7.3.5 One Automated Flight Following (AFF) system compatible with the Government's AFF tracking network (Webtracker) is required. Not all available AFF systems are compatible with Webtracker nor meet Webtracker's requirements. The Contractor must ensure that the AFF system offered is compatible with Webtracker. To view Webtracker's current compatibility requirements refer to <https://www.aff.gov>.

B7.3.5.1 The AFF system must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment must utilize as a minimum: Satellite communications, provide data to the Government's Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF equipment during periods of turbulence. Any AFF manufacturer-required pilot display(s) or control(s) must be visible/selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.

B7.3.5.2 AFF communications must be fully operational in the lower 48 States and Alaska. Contractors accepting dispatches to the State of Alaska, Southern Canada, or Western Canada must have an AFF system capable of being tracked in these locations at all times. Not all manufacturers' AFF equipment communication links will operate effectively in all geographic areas.

B7.3.5.3 The Contractor must maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval must be every 2 minutes while the aircraft is in flight. The Contractor must register their AFF equipment with the Fire Applications Help Desk (FAHD) providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the Contractor relocates previously registered AFF equipment into another aircraft, then the Contractor must contact the FAHD making the appropriate changes prior to aircraft use. In all cases, the Contractor must ensure that the correct aircraft information is indicated within Webtracker. The Contractor must contact the FAHD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a Web-accessible feedback form, and additional information are available at <https://www.aff.gov>. The FAHD can be reached at (800) 253-5559 or (208) 387-5290.

B7.3.5.5 Prior to the aircraft's annual Contract inspection, the Contractor must ensure compliance with all AFF systems requirements. The Contractor must additionally perform an operational check of the system. As a minimum, the operational check must consist of confirming the aircraft being tested is displayed in Webtracker (indicating it is currently transmitting data to Webtracker) and that all information displayed in Webtracker is current. A username and password are required to access Webtracker. Log on to the AFF website at <https://www.aff.gov> to request a username and password, or contact the FAHD. When the aircraft passes the operational check, an aircraft logbook entry must be made.

B7.3.5.6 This clause incorporates Specification Section Supplement available at <https://www.aff.gov/contractspeccs> with the same force and effect as if they were presented as full text herein.

B7.4 Navigational Systems

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPS Map 296/396/496 or equivalent) provided the portable

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unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

B7.4.2 The unit shall be convenient for use by both the pilot and front seat observer.

B7.4.3 The GPS shall have a Light-Emitting Diode (LED), or other displays with high contrast.

B7.5 Audio Systems

B7.5.1 Two separate audio control systems (which may be combined in a single unit) for the pilot and observer/copilot to select receiver audio outputs and transmitter microphone/push to talk (PTT) audio inputs for all installed radios and public address (PA) systems. Each system must also allow the pilot and observer/copilot to independently adjust both the intercommunications system (ICS) and the receiver audio output levels (NAT AMS-44 or equivalent).

B7.5.1.1 Transmitter selection and operation. Separate transmitter selection controls must be provided for the microphone/PTT inputs of both pilot and observer/ copilot. The system must be configured so that the pilot and observer/copilot may each simultaneously select and utilize a different transmitter (or PA system when installed) via their respective microphone/PTT. Whenever a transmitter is selected, the companion receiver audio must automatically be selected for the corresponding earphone. Transmitter sidetone audio must be provided for the user as well as for cross-monitoring via the corresponding receiver selection switch on the other audio control system.

B7.5.1.2 Receiver selection and operation. Separate controls must be provided for both pilot and observer/copilot selection of audio from one or any combination of available receivers. The ICS-equipped aft passenger positions must monitor the receiver(s) as selected by the observer/copilot. The receiver audio output must be free of excessive distortion, hum, noise, and crosstalk, and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.5.1.3 The controls of the audio system(s) must be located and arranged so that both the pilot and observer/copilot, when seated, have full and unrestricted movement of their respective controls without interference from their clothing, the cockpit structure, or the flight controls. Labeling and marking of controls must be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.

B7.5.2 An ICS must be provided for the pilot, observer/copilot, and all aft passenger positions. ICS audio must mix with, but not mute, selected receiver audio. An ICS

audio level control must be provided for each position above. Adjustment of the ICS audio level at any position must not affect the level at any other position. A "hot mic" capability, controlled via an activation switch or voice activation (VOX), must be provided for the pilot, observer/copilot, and the two aft cabin exit positions. The two aft cabin exit position's "Hot Mic" must be controlled by a locking PTT switch at each of those two positions. ICS sidetone audio must be provided for the earphones corresponding with the microphone in use. The ICS audio output must be free of excessive distortion, hum, noise, and crosstalk; and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.5.3 Earphones, microphones, PTT's, and jacks designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom-type microphones (Gentex electret-type model 5060-2, military dynamic-type M-87/AIC with type CE-100 TR preamplifier, or equivalent) with U-174/U (single/male) type connector plug. The pilot position only may be configured for low impedance (dynamic) operation.

B7.5.3.1 All earphone/microphone jacks in the aircraft (except the pilot's) must be U-92A/U (single/female) type, which will accept U-174/U-type plugs.

B7.5.3.2 Separate PTT switches for radio transmitter and ICS microphone operation at the pilot, observer/copilot, and the two aft exit passenger positions. The pilot's PTT switches must be mounted on the cyclic control. The observer/copilot's and aft exit passengers' PTT switches must be mounted on the cord to the earphone/microphone connector. In lieu of the observer/copilot's cord-mounted PTT switches, a footswitch-operated PTT system may be utilized. ICS PTT switches for the other required positions must be mounted on the cord to the earphone/microphone connector.

B7.6 Other Avionics

B7.6.1 One air traffic control (ATC) transponder and altitude reporting system meeting the requirements of 14 CFR Part 91.215 (a) and (b).

B7.7 Satellite Phone System.

The Contractor shall furnish and install an Iridium Satellite Phone system. The installation shall be in accordance with FAR 43. The primary use of this system shall be to maintain flight following with a ground base while the helicopter is in flight and out of radio range.

B7.7.1 The Iridium handset, or remote dialer, shall be mounted in a convenient location in the cockpit. The location should provide ready and unencumbered access to its controls by both front seat occupants.

B7.7.2 The Iridium phone system audio shall be permanently wired into the aircraft audio system, to integrate

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the Iridium phone into it. The configuration shall allow, as a minimum, either or both front seat occupants to use the phone through their headsets. It is preferred that all occupants of the aircraft be able to converse over the Iridium phone through their headsets, though keypad access may be limited to the two front seat occupants.

B7.7.3 The Iridium phone system must include the ability to pre-program at least six (6) phone numbers that can be quickly selected by either front seat occupant while in flight. The Iridium phone must be pre-programmed to allow accessing of other Iridium phones.

B7.7.4 A TSO C-129a L-band antenna, acceptable to the manufacturer of the Iridium phone system, shall be installed on top of the fuselage, giving as much a view of the overhead hemisphere as possible.

B7.7.5 The Iridium phone system may be integrated into the Automated Flight Following system (see B7.3.5) either using the same Iridium communicator or having a separate Iridium communicator. In the former case, it is acceptable for phone calls to interrupt the transmission of AFF position reports for brief periods of time, and flight crews will be instructed as to this conflict.

B8 Alaska fueling equipment

B8.5.1 Portable fuel servicing equipment The Contractor shall furnish with each aircraft a listed (UL/FM) portable fuel pump, barrel stem, hoses and filtration system for refueling in remote areas.

B8.5.2 The filtration system must be qualified to Institute of Petroleum (IP) effluent quality.

B8.5.3 All filter cartridges shall be changed when fuel flow is reduced from normal flow rates. Fuel filter cartridges shall be changed annually. The filter cartridge change date will be placarded on the filter vessel.

B8.5.4 The Contractor shall have on the aircraft two spare refueling system filter cartridges. The filter cartridges shall be new and stored in sealed containers to prevent contamination.

B8.5.5 The pump must be hand operated.

B8.5.6 Aircraft refueling systems must have a bonding system with cable and clips to allow system bonding with aircraft.

PERSONNEL REQUIREMENTS

B9 Pilot Requirements and Authority

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot must have the authority to represent the Contractor in all matters except changes in price and time, unless the Contracting Officer (CO) is notified otherwise, in writing, prior to performance.

B9.1.1 Pilots furnished on this contract must have recent remote Alaska field and flying experience which includes , but is not limited to, living in remote field camps, working with field crews and interfacing with the mission to be accomplished, understanding the rigors of prolonged field assignments and Alaska bush type operations.

B9.1.2 For a pilot that has not been previously inspected and approved by the DOI, NBC-Aviation Management or USDA, FS, the Contractor will be required to provide a signed statement that they have verified the pilot's flight time qualifications and experience. The COTR will provide the Contractor a form to document this verification. This will be required prior to pilot inspection by DOI, NBC-Aviation Management.

B10 Pilot Qualifications

B10.1 General.

Pilot flight hours will be verified from a certified pilot log. Further verification of flight hours may be required at the COTR's discretion.

B10.2 Minimum Qualifications

The Contractor must provide a pilot(s) who meets the following minimum qualifications and who possesses the required certificates or evidence of having satisfactorily passed the evaluations for the required tasks:

B10.2.1 An FAA commercial pilot certificate or higher, with a rotorcraft-helicopter rating.

B10.2.2 A minimum of a current second-class medical certificate, issued in accordance with 14 CFR Part 67.

B10.2.3 An FAA competency check, completed in accordance with 14 CFR Part 135.293 in the same make and model as the contract aircraft.

B10.2.4 An agency flight evaluation, to be flown at the COTR's discretion in the same make and model as the contract aircraft. The Contractor must supply the aircraft for the flight evaluation, at no expense to the Government.

B10.2.5 Proficient operation of all equipment identified in Section B (e.g., - GPS, FM radio, AFF, Satellite phone). The agencies will require pilots to demonstrate this proficiency during an evaluation flight.

B10.2.6 Precise placement of externally carried cargo where requested, regardless of the cable length (as specified in Section B) while operating within the helicopter's capability is a requirement of this contract.

B10.2.6.1 Any combination of load and line that is 50 feet or less in length will require a basic external load pilot

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endorsement. Sling loads that have a combined length greater than 50 feet will require a Vertical Reference Longline endorsement. Pilots desiring a VR Longline endorsement will be required to demonstrate vertical reference skills with a 150' longline to an AMD Inspector pilot. It is the Contractor's responsibility to verify a pilot's vertical reference external load experience and proficiency. The COTR will provide the Contractor a form [AMD-89] to document this experience and proficiency. This will be required annually prior to pilot inspection by DOI, NBC-Aviation Management. Pilots must provide written evidence of their qualifications for transporting external loads appropriate to the Contractor's 14 CFR Part 133 certification.

B10.3 Pilots shall demonstrate their ability to perform the following functions with the required GPS. The pilot may use only an abbreviated checklist in the performance of this evaluation.

- (a) Determine the geographic coordinates of a destination identified on a sectional aeronautical chart.
- (b) Install destination coordinates.
- (c) Acquire distance/bearing information to a destination.
- (d) Record as a waypoint, coordinates of various locations while en route to a primary destination.
- (e) Navigate from a present position to a selected recorded waypoint or between two recorded waypoints.

B10.4 Pilot Attitude and habits

B10.4.1 Pilots must demonstrate the following:

- a. Positive flying attitude and safe habits.
- b. Ability to optimize numerous flights when moving crews to multiple locations with multiple fuel sources.
- c. Positive personality characteristics required to work and communicate effectively with the camp chief and field personnel.
- d. Ability and willingness to lodge at remote field locations, with the same level of accommodations and comforts as the field crews, which involve periods of few modern amenities, such as running water or electricity and internet.
- e. Short (for the day) and long term (for the season) stamina without compromising safety. Ability and willingness to fly unusual hours within a maximum duty day and maximum flight hours for the contract duration, which often approaches and exceeds 100 continuous days with time off as prescribed by contract.

B10.5 Minimum PIC time accumulated as follows:

(a) 1,500 hours . . . in helicopters.
(b) 100 hours . . . in helicopters in the last 12 months.
(c) 100 hours . . . in the weight class of the helicopter offered. Defined as: "small" - up to an approved gross weight of 7,000 pounds; "medium" - 7,000 pounds up to 12,500 pounds; "large" - over 12,500 pounds.
(d) 100 hours . . . in turbine engine helicopters.
(e) 50 hours . . . in the same make and model as the contract helicopter. Pilot flight hour requirements in make and model may be reduced by 50 percent, if the pilot shows evidence of having satisfactorily completed the manufacturer's approved ground school and flight check in the same make, model, and series as the contract helicopter. (See the Helicopter Like Makes and Models Exhibit.)
(f) 10 hours . . . in the same make, model, and series as the contract helicopter in the last 12 months. (See the Helicopter Like Makes and Models Exhibit.)
(g) Last 90 days . . . Compliance with 14 CFR 61.57 or 135.247 as appropriate.
(h) 10 hours . . . in designated mountainous areas in the same make and model as the contract helicopter.
(i) 200 hours . . . Total mountain flight hours. Defined as experience in operating helicopters in mountainous terrain as identified in 14 CFR 95 Subpart B – Designated Mountainous Area. Operating includes maneuvering and numerous takeoffs and landings to ridgelines, pinnacles, and confined areas.

B10.6 The following pilot experience level is not required but will provide additional evaluation points to the vendor during the evaluation of the contractor.

- (a) 50... hours Mountain flying experience in make and model to be flown. 5 hours mountain flying experience in make, model and series offered in last 60 days
- (b) 500 Hours.... Total Time Cross Country
- (c) 400 Hours... Alaska Flying Experience defined as flying in remote parts of Alaska or an equivalent area that is remote and has limited communications and limited services, such as navigation aids, fuel and aircraft repair.
- (d) 400 hours... Unprepared landing area operations defined as multiple takeoffs and landings requiring a high degree of pilot skill due too a combination of factors such as erratic mountain winds, sloping terrain, uneven landing surfaces,

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high elevation (10,000 feet pressure altitude), or limited horizontal clearance from the main and/or tail rotor surfaces.

(e) 50 hours... Unprepared landing area operations in make and model to be flown.

B11 Personnel Duty Limitations

The Contractor must monitor and remove from duty any personnel for fatigue or other causes before they reach their daily duty or flight limitations.

B12 Flight Crewmembers' Duty and Flight Limitations

B12.1 Assigned duty of any kind must not exceed 14 hours in any 24-hour period. "Duty" includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. When one-way travel exceeds 30 minutes, the total travel time shall be considered part of the duty day. Flight crewmembers will be subject to the following duty hour limitations:

B12.1.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B12.1.1.1 The pilot must be given 2 calendar days of rest (off duty), or two 24 hour periods of rest in Alaska within any 14 consecutive calendar days.

B12.1.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty), prior to any assigned duty period.

B12.2 Flight limitations.

B12.2.1 Each crewmember must report all flight time, regardless of how or where performed, except personal pleasure flying. Crewmembers and relief crewmembers reporting for duty will be required to furnish a record of all duty and/or flight time during the previous 14 days. This record will be used to administer flight and duty time limitations.

B12.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. "Flight time" includes but is not limited to: military flight time; charter; flight instruction; 14 CFR Part 61.56 flight review; flight examinations by FAA designees; any flight time for which a flight crewmember is compensated; or any other flight time of a commercial nature, whether compensated or not.

B12.2.3 Pilot flight time computations will begin at liftoff and end at touchdown and will be computed from the flight hour meter installed in the aircraft.

B12.2.4 Flight crewmembers must be limited to the following restrictions which fall within their duty hour limitations:

B12.2.4.1 A maximum of 8 hours flight time during any assigned duty period.

B12.2.4.2 . When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot must be given the following one calendar day off duty for rest, after which a new 6-day cycle will begin. A maximum of 42 hours of flight time during any consecutive 6-day period

B12.4 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

B13 Mechanic Requirement

The Contractor must provide a mechanic who is on-site and immediately available to service and inspect the contract aircraft at any base of operations.

B14 Mechanic Qualifications

Any mechanic provided to support this contract must possess the required certificates and minimum qualifications shown below:

The Contractor may enter into an agreement with a qualified mechanic or maintenance facility whose personnel meet the requirements set forth below. Details of the agreement must be clarified with the COTR. The mechanic must have:

B14.1 A valid FAA mechanic certificate with airframe and power plant (A&P) ratings. The mechanic must have held the certificate or foreign equivalent certificate with both ratings for a period of 24 months.

B14.2 Been actively engaged in aircraft maintenance as a certificated mechanic for at least 18 months out of the 24 months immediately preceding the contract start date.

B14.3 Twelve months' experience as an A&P mechanic or foreign equivalent certificate in maintaining helicopters (3 of those 12 months must have been in the 2 years immediately preceding the contract start date).

B14.4 Maintained a helicopter of the same make and model as the contract helicopter under "field" conditions for at least one full season. (A mechanic who has maintained the helicopter away from the Contractor's base of operations with minimal supervision for 3 months will meet this requirement.)

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B14.5 Satisfactorily completed a manufacturer's maintenance course or an equivalent USDA Forest Service- or DOI NBC Aviation Management-approved Contractor's training program for the same make and model of contract helicopter or show evidence that he/she has 12 months' maintenance experience on a helicopter of the same make and model as the contract aircraft.

B14.6 Prior to assignment as a mechanic on this contract, the mechanic must complete an AMD-41 Mechanics Qualification and submit to the Contracting Officer for approval. The AMD-41 can be found on the AMD website AMD/NBC.gov.

B15 Mechanic Duty Limitations

Mechanics must not exceed the following duty time limitations:

B15.1 Within any 24-hour period, mechanics must have a minimum of 8 consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. When one-way travel exceeds 30 minutes, the total travel time shall be considered part of the duty day.

B15.2 Mechanics must have 2 full days off duty (or two 24 hour periods off duty in AK) during any 14-day period during the performance of this contract. Off duty days need not be consecutive.

B15.3 "Duty time" includes availability and work or alert status at any job site for which a mechanic is compensated; or any other time of a commercial nature whether compensated or not.

B15.4 The mechanic is responsible for keeping the Government apprised of his/her duty limitation status.

B15.5 Relief or substitute mechanics reporting for duty under any contract may be required to furnish a record of all duty time during the previous 14 days.

B15.6 The government may further restrict daily duty hours and may remove maintenance personnel for fatigue or other causes before reaching their daily duty limitations.

B16 Reserved

B17 Reserved

B18 Relief Crew Requirement, Not Applicable

OPERATIONS

B19 Pilot Authority and Responsibility

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits, (2) the safety of the aircraft, (3) its occupants, and (4) the cargo. The contract pilot:

B19.1 Must comply with Government directions, except, when in the pilot's judgment, such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to determine whether the flight can be accomplished safely and must refuse any flight or landing which is considered hazardous or unsafe.

B19.2 Must not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the CO or his/her authorized representative.

B19.3 Must be responsible for computing the aircraft's weight and balance for all flights and for ensuring that the gross weight and center of gravity do not exceed the aircraft's limitations. The pilot must also properly secure all cargo. When required by the Government, the pilot must utilize the Standard Interagency Load Calculation Method and its form. A sample of the form and the Fuel Consumption and Weight Reduction Chart are included in the exhibits.

B19.4 May perform preventive maintenance in accordance with 14 CFR Part 43.3(h) or with the Contractor's operational specifications, as appropriate.

B19.5 May function as a mechanic when the aircraft is not available due to required maintenance, provided that:

B19.5.1 The pilot has met all of the mechanic qualifications and experience requirements specified herein.

B19.5.2 Any time that the pilot is engaged in mechanic duties will apply against the pilot's duty limitations. All time in excess of 2 hours (not necessarily consecutive) will apply against the pilot's flight limitations.

B19.5.3 The pilot does not accomplish scheduled maintenance, such as 50- and 100-hour inspections.

B20 Flight Operations

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with their approved FAA Operations Specifications and all portions of 14 CFR Part 91 (including those portions applicable to civil aircraft) and each certification required under Section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 Manifesting. The PIC must ensure that a manifest of all crewmembers and passengers on board has been completed and that a copy of this manifest remains at the

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point of initial departure. Manifest changes must be left at subsequent points of departure when practicable. A single manifest of all passengers involved may be left with an appropriate person in those instances when multiple short flights will be made within a specific geographical area and will involve frequent changes of passengers.

B20.2 Passenger briefings. Before each takeoff, the PIC must ensure that all passengers have been briefed in accordance with 14 CFR Part 135. Briefings for short flights do not need to be repeated unless new passengers come aboard. The briefing must describe the location/use of the following:

- a. Emergency locator transmitter.
- b. First aid/survival kits.
- c. Personal protective equipment.
- d. No smoking
- e. Use of seatbelts
- f. Placement of seat backs
- g. Location of emergency exits
- h. Operation of doors
- i. Location of fire extinguishers
- j. Shut off procedures for battery & fuel

B20.3 Single-skid, toe-in, and hover exit/entry procedures (STEP) landings are prohibited.

B20.4 Day/night use. Helicopters must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset; or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.5 Flight plans. Pilots must file and operate on an FAA, International Civil Aviation Organization (ICAO), or a DOI bureau flight plan. Contractor flight plans are not acceptable. Flight plans must be filed prior to takeoff when possible.

B20.6 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau's approved procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances.

B20.7 Flights with doors open or removed. The Government may ask the pilot to fly aircraft with any door(s) removed or opened (sliding doors). The aircraft external registration number must be displayed in a way that it is not compromised by this requirement. The pilot must be responsible for removing and securing the doors.

B20.8 Smoking will not be allowed in the aircraft.

B20.9 The pilot must remain at the flight controls while rotors are turning with the following exception. For post-flight

procedures and/or preventative maintenance purposes only and after engine(s) have been shut down, the pilot may exit the aircraft while the rotor(s) are turning, if the Rotorcraft Flight Manual allows and if the pilot remains within the arc of the rotor(s). The pilot must coordinate this action with the helicopter manager prior to exiting the aircraft. Passengers must not be on board or inside the arc of the rotor(s) when the pilot exits the aircraft.

B21 Security of Aircraft and Equipment

The Contractor will be responsible at all times for the security of their contract aircraft, vehicles, and associated equipment.

B21.1 Physical Security. Any aircraft used under this contract must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of two different anti-theft devices designed to lock aircraft flight control surfaces when not in use, or designed to secure an aircraft to the ground, is acceptable, provided they are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used.

B21.1.1 Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft. The devices must be installed in a manner which precludes their inadvertent interference with in-flight operations.

B21.1.2 Using other means of securing or disabling an aircraft is acceptable, provided it achieves a level of security equal to or greater than the following example locking devices and methods:

Keyed magneto
Keyed starter switch
Keyed master power switch
Hidden battery cutoff switches
Hidden start relay switches
Throttle/power lever lock
Mixture/fuel lever lock
Locking fuel cutoff
Locking tiedown cable

Unacceptable locking devices and methods are:

Locking aircraft doors
Fenced or gated parking area

B22 Personal Protective Equipment (PPE) for Flight Operations

The Contractor must provide and require personnel to wear PPE for flight operations. The following PPE must be operable and maintained in accordance with the manufacturer's instructions throughout contract performance.

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B22.1 A one-piece, hard-shell flight helmet with a chin strap made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. It must conform to a national certifying agency standard, such as DOT, Snell, Safety Foundation Incorporated (SFI), or an appropriate military or appropriate equivalent standard, and must be compatible with required avionics.

B22.1.1 Flight helmets meeting this requirement include, but are not limited to, the SPH-4, SPH-5, HGU-56, and HGU-84. Helmets designed for use in fixed wing aircraft do not provide adequate protection for helicopter occupants and are not approved for helicopter use.

B22.2 Long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. Pilots must wear boots made of all-leather uppers that rise above the ankles and leather or polyamide or aramid gloves. The shirt, trousers, boots, and gloves must overlap when sitting to prevent exposure to flash burns. Clothing must contain labels identifying the material either by brand name or mil spec.

B23 PPE for Ground Operations

B23.1 While within the safety circle of an operating helicopter, all personnel must wear the following PPE:

B23.1.1 Shirt with sleeves overlapping gloves and pants with legs overlapping boots, hardhat or flight helmet with chin strap fastened, hearing and eye protection. *Note: Maintenance personnel working on a running aircraft are exempt from glove and hardhat requirements.*

B23.1.2 Fuel service vehicle operators must wear non-static (example cotton/natural fiber) clothing, gloves, and leather boots

B24 Exemption for Transportation of Hazardous Materials

The Contractor may be required to transport hazardous materials. Such transportation must be in accordance with 49 CFR, DOT exemption DOT-E-9198, and the *USFS/DOI Interagency Aviation Transport of Hazardous Materials Handbook/Guide*.

B24.1 A copy of the current exemption, DOI handbook, and *DOT Emergency Response Guidebook* (ERG) must be carried aboard each aircraft transporting hazardous materials.

B24.2 The Contractor must ensure that each employee who may perform a function subject to this DOT exemption receives required training which can only be satisfied by completing Interagency Aviation Training (IAT) module A-110, Aviation Transportation of Hazardous Materials. The

training can be completed online at <http://www.iat.gov>. The Contractor must document this training in the employee's records and make it available to the Government when requested.

Note: The DOT exemption and the DOI handbook are available online at <http://www.nbc.gov/amd>. The Contractor is responsible for obtaining the *DOT Emergency Response Guidebook*.

B25 Fuel and Servicing Requirements [not applicable for Alaska Operations]

B25.1 General

B25.1.2 Contractors must ensure that bulk fuel obtained directly from distributors meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

B25.1.3 The NFPA fuel-handling handbook must be used as a guide, except that portions stating that no passengers must be on board the aircraft during fueling operations are not applicable. Copies of *NFPA Manual 407: Aircraft Fuel Servicing* can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

B25.1.4 The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

B25.1.5 If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

B25.1.6 In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in section B8.

B25.3 Government Provided fuel in Alaska

B25.3.1 Fuel Requirements. All aircraft fuel to be used by the aircraft during the contract period shall be supplied by the Government in Alaska. When dispatched to the conterminous 48 states fuel will be furnished by the vendor.

B25.3.2 Grades of Government-furnished fuel vary from location to location, and the Contractor shall use the grade available. Jet fuel in one of the following grades, will be available at each location.

Jet Fuel, Jet A, Jet A-50, Jet B, JP-4, JP-5, JP-8

B25.3.3 All lubricating oil, parts and supplies shall be furnished and transported by the Contractor to the designated base or any alternate bases.

B25.4 Operations. The Contractor must ensure that:

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All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5), ASTM-D-910 or Mil T-910 (grade 80, 100, or 100LL).

B25.5 The Contractor must have a fuel quality assurance program.

B25.6 The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention; Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.7 Government personnel are not on board the aircraft during refueling operations.

B25.8 Government personnel are not involved with refueling of contract aircraft, unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.9 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

B25.10 Aircraft shall not be refueled while engines are running and rotors are turning.

AIRCRAFT MAINTENANCE REQUIREMENTS

B26 General - Maintenance

B26.1 The Contractor must ensure that the aircraft and all required equipment are operated and maintained in accordance with the manufacturer's specifications.

B26.2 Transportation of required support personnel and supplies to bases of operation shall be provided by the Contractor. However, Government transportation may be made available on a space available basis. There is no guarantee as to the availability, frequency, or available space on such flights.

B26.3 The Contractor's maintenance facility shall be capable of providing field maintenance support for each aircraft during extended periods of heavy use. The Contractor may have arrangements with other appropriately rated facilities to perform maintenance for which the Contractor is not qualified.

B27 Airworthiness Directives (AD's) and Manufacturer's Mandatory Service Bulletins (MMSB's)

B27.1 Airworthiness Directives (ADs)

A separate master list of all FAA ADs and recurring/periodic AD's that pertain to the airframe, each engine, propeller, rotor, and appliance. All AD's shall be complied with prior to the performance of this contract. The record is to include, at minimum, the method used to comply with the AD, the AD

number, and revision date; and if the AD has requirements for recurring action, the time-in-service and the date when that action is required.

B27.2 Manufacturer's Mandatory Service Bulletins (MMSBs)

A separate master list of all MMSBs and recurring/periodic MMSBs that pertain to the airframe. All MMSBs shall be complied with prior to the performance of this contract. The record is to include, at minimum, the method used to comply with the MMSB, the MMSB number, and revision date; and if the MMSB has requirements for recurring action, the time-in-service and the date when that action is required

B27.3 Manufacturer's Inspections For Aging Aircraft

In order to assure the continuing airworthiness of aging aircraft, all manufacturers' aging aircraft programs shall be complied with. The program inspections of aircraft and records reviews shall follow the manufactures recommended times and at specified intervals thereafter. A record is to include, at a minimum, the method used to comply with the Aging Aircraft requirement, the Aging Aircraft Task number, and revision date; and if the Aging Aircraft Task has requirements for recurring action, the time-in-service and the date when that action is required.

B28 Manuals/Records

B28.1 The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43, 91, and 135 (reference 14 CFR Parts 43.9, 43.11, 91.417, and 135.439) and that a copy of the aircraft's record is kept with the aircraft.

B28.2 If requested by the Government, the Contractor must furnish to the COTR a copy of the Contractor's Procedures Manuals, as outlined in 14 CFR Part 135.21, along with any revisions made during the contract period.

B28.3 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's Accepted/Approved Maintenance Program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate FAR's or the Approved Maintenance Program, the Contractor must correct deficiencies that occur during contract performance.

B29 Maintenance

B29.1 All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person authorized to perform maintenance in accordance with 14 CFR Part 43.

B29.2 The Contractor must ensure that a mechanic who meets the contract qualification requirements inspects the contract helicopter in accordance with the procedures outlined

SECTION B – TECHNICAL REQUIREMENTS

in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

B29.3 Routine/preventive maintenance must be performed before or after the Government's scheduled daily use period or as approved by the COR.

B29.4 The cargo hook must be maintained in accordance with the manufacturer's operating and maintenance instructions. If there is no hook manufacturers recommended maintenance and overhaul program, completely disassemble, inspect, repair as required, lubricate, and perform a full-load operational check every 24 calendar months.

B29.5 The fire extinguisher must be maintained in accordance with *NFPA 10: Standards for Portable Fire Extinguishers*, or the Contractor's 135 operations manual.

B30 Maintenance Test Flight

B30.1 The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, power train, rotor system, flight control system, or when requested by the CO. This must be accomplished before the aircraft resumes service under the contract.

B30.2 The Contractor must immediately notify the COR and COTR of any change to any engine, power train, flight control or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

B30.3 Any unscheduled maintenance events during the performance of this contract that affects the airworthiness of the aircraft or impacts the mission requires notification of the COTR or the Alternate COTR by the most expeditious means possible. The COTR or the Alternate COTR will issue a Return to Availability (AMD 68) upon confirmation the aircraft has been Returned to Service by the appropriate contractor personnel.

B31 Time Between Overhaul (TBO) and Life Limited Parts

B31.1 All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life limited parts must be replaced at the specified time-in-service hours or cycles.

B31.2 Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

B31.3 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

B31.4 Components shall have 270 hours remaining to retirement or overhaul at the start of the first day of availability for each exclusive use period. This does not include items that can easily be changed overnight (10 hours or less) in the field without resulting in unavailability.

B32 Weight and Balance

B32.1 The aircraft's required weight and balance data must be determined by actual weighing of the aircraft within 24 calendar months preceding the starting date of the contract, or renewal period, and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

B32.2 All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

B32.3 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated and signed by the individual compiling the list to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable.

B33 Turbine Engine Power Assurance Checks

On the first day of operation and no more than each 10 hours of operation thereafter, the Contractor must perform a power assurance check in accordance with the helicopter flight manual (Pilot's Operating Handbook) or approved company performance monitoring program. The results must be recorded and kept with the aircraft. Engines with power output below minimum approved limits must be removed from contract use until the condition is corrected.

B34 Government Furnished Fuel

B34.1 Government Furnished -The Government will furnish, transport, and store all aircraft fuel required at no expense to the contractor for operations within Alaska and

SECTION B – TECHNICAL REQUIREMENTS

Canada, or reimburse the Contractor for fuel purchases as set forth in Section B34.3, Contractor Furnished Fuel.

B34.2 Government furnished fuel used by the Contractor for maintenance flights, repositioning aircraft, crew transportation, or any other flight for the convenience of the Contractor, will be deducted from amounts due the Contractor. Deductions will be at the current cost of fuel either provided by the Government or reimbursed to the contractor by the Government. (See Attachment B2 for fuel consumption rates.)

B34.3.1 Fuel.

The cost of fuel furnished by the Contractor in lieu of Government-furnished fuel will be reimbursed to the Contractor as provided below:

B34.3.2 General. The Contractor shall not charge any fuel acquired under this contract directly to the Government. All fuel not otherwise furnished by the Government must be paid by or charged to the Contractor. The purchase shall be approved by the Contracting Officer's Administrative Representative. Fuel-related costs shall be recorded as a line entry (i.e. dates, fuel charge, dollar amount, and use Pay Item Code "FC"), shall be summarized under "Other Charges/Credits" on the Aircraft Use Report (AMD-23), AND shall be supported by paid legible, itemized invoices from the supplier. Certified true copies may be submitted in lieu of the original invoice.

B34.4 Ferry Flights through Canada and Flights Within the 48 Conterminous United States.

Upon dispatch to the 48 Conterminous United States, (including ferry through Canada) the Contractor shall be reimbursed for fuel in accordance with this Subsection until such time as the contractor crosses the U.S. L48 – Canadian Border. Upon release from the service in the 48 Conterminous United States and dispatch for return to the designated (Alaskan) base, the Contractor shall be reimbursed in accordance with this Subsection for fuel purchased only after crossing the 48 Conterminous United States – Canadian Border. Conversion from dry rate to wet rate (and wet to dry rate) shall coincide with first landing and refueling after crossing the border. Pilot shall record fuel on board at time of fueling. Credit for Government reimbursed fuel shall be recorded on the AMD 23 Flight Use Report prior to commencement of flight using wet rate. When changing from a dry to a wet or wet to dry rate, the pilot shall start a new Flight Use Report.

B35 Flight Rate Adjustment, 48 Conterminous United States Operations.

The flight rate will be increased to add a fixed fuel (wet rate) allowance for all Conterminous United States operations. The

fuel allowance will be calculated using the fuel consumption rate contained in Exhibit entitled -Helicopter Fuel Consumption and Weight Reduction Chart multiplied by the average cost of fuel derived by a Western States fuel price survey conducted each April/May. A contract modification will be prepared for adjustment of the flight rate.

SECTION C – CONTRACT TERMS AND CONDITIONS

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CONTRACT CLAUSES

C1 Contract Terms and Conditions – Commercial Items (52.212-4 OCT 2008) [Tailored SEPT 2005]

(SEE ADDENDA WHICH FOLLOWS IMMEDIATELY AFTER CLAUSE 52.212-5)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of

common carriers. The Contractor shall notify the CO in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the CO of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer -Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* –

SECTION C – CONTRACT TERMS AND CONDITIONS

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision

shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor

SECTION C – CONTRACT TERMS AND CONDITIONS

for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (q)(2)(i) of this clause, or fails to perform the agreement at paragraph (q)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

C2 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (52.212-5 JAN 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

SECTION C – CONTRACT TERMS AND CONDITIONS

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note

☐ (3) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C. 657a).

☐ (4) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (5) [Reserved]

☐ (6) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

☐ (7) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (8) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

☐ (9) (i) 52.219-9, Small Business Subcontracting Plan (NOV 2007) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☐ (10) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

☐ (11) (i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (12) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (JUNE 2003) of 52.219-23.

☐ (13) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (14) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657f).

☒ (16) 52.219-28, Post Award Small Business Program Representation (JUNE 2007) (15 U.S.C. 632(a)(2)).

☒ (17) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

☐ (18) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

☒ (19) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (20) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

☒ (21) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

☒ (22) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

☒ (23) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

☒ (24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

☒ (25) (i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

☐ (ii) Alternate I (AUG 2007) of 52.222-50

☐ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (27) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

☐ (29) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (30) 52.225-1, Buy American Act-Supplies (JUNE 2003) (41 U.S.C. 10a - 10d).

☐ (31) (i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (AUG 2007) (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).

☐ (ii) Alternate I (JAN 2004) of 52.225-3.

☐ (iii) Alternate II (JAN 2004) of 52.225-3.

☐ (32) 52.225-5, Trade Agreements (NOV 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (33) 52.225-13, Restriction on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150)

☐ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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☐ (38) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

☒ (39) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

☐ (40) 52.232-36, Payment by Third Party (MAY 1999)(31 U.S.C. 3332).

☐ (41) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

☐ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (FEB 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

☐ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for

any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those listed in paragraphs(e)(1)(i) through (xi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212);

(v) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793);

(vi) 52.222-39, Notification of Employees Rights Concerning the Payment of Union Dues or Fees (DEC 2004)(E.O. 13201);

(vii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(viii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(ix) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

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(x) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xii) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

ADDENDA TO CONTRACT TERMS AND CONDITIONS

C3 Inspection/Acceptance (52.212-4(a)), the following is added:

C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule a date to inspect the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. The inspection will be conducted at the designated base, Contractor's facility or other location acceptable to the Government. The inspection will be scheduled to commence as early as 60 days and not later than three days (excluding weekends and holidays) prior to the established reporting date, unless otherwise mutually agreed upon by the COTR and the Contractor. The inspection time and date will be scheduled for between 0730 and 1630 local time, Monday through Friday, unless otherwise agreed upon by the COTR. The COTR will confirm the inspection details in writing. Contractor written requests for inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.1.2 The Contractor must provide information specific to the aircraft, equipment, and personnel being proposed for use during each year of the contract when requested by the COTR.

C3.1.3 Approved aircraft, fuel servicing vehicles, pilots and mechanics will be issued an Interagency Aircraft Data Card, an Interagency Data Card - Fuel Service Vehicle, Interagency Pilot Qualification card or Interagency Mechanic Qualification Card, as applicable. The aircraft and pilot cards detail the activities for which they are authorized. The fuel servicing vehicle card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR. The Contractor must ensure that:

C3.1.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.1.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.1.3.3 The fuel service vehicle data card is kept in the fuel servicing vehicle and available for inspection at all times.

C3.1.3.4 The mechanic qualification card is kept in the possession of the mechanic and available for inspection at all times.

C3.1.4 If the COTR determines any aircraft/ equipment/ personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

C3.2 Equipment

C3.2.1 The aircraft will be inspected to ensure compliance with all contract requirements. The Government may require in-flight dynamic testing of aircraft systems. This testing may be conducted in conjunction with pilot evaluation flight(s), and will be performed at no cost to the Government.

C3.2.2 (As applicable) Fuel servicing vehicle(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

C3.3 Personnel

C3.3.1 Key Personnel:

C3.3.1.2 Award of this contract was made in part by the contractor's offer of specific personnel and or skill levels and experience offered to perform the required services. Such personnel are considered to be Key Personnel and are essential to the work to be performed. The contractor hereby agrees to furnish those Key Personnel in the performance of this contract. Prior to diverting the specified individuals to other projects or programs, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact of the program. No diversion shall be made by the contractor without written consent of the Contracting Officer.

C3.3.1.3 Replacement personnel shall meet or exceed the skill, experience, and knowledge possessed by the key individual the contractor is intending to replace. A complete resume, equal to the detail provided in the contractor's original proposal shall be submitted for any proposed

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substitutions. The Contracting Officer shall determine acceptability of a replacement.

C3.3.1.4 Key Personnel identified under this contract are as follows: (Names to be inserted at time of award.)

C3.3.2 Pilots. Only those individuals whose past flight time and experience can be verified from log books, employment records, etc., will be approved for contract use. The Contractor cannot substitute any pilot flight evaluation time for any of the total pilot flight hour requirements listed in this contract

C3.3.3 The COTR will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. The evaluation may include but is not limited to: weight and balance performance, center of gravity limitations, aircraft performance charts, density altitude considerations, load calculation preparation and actual flying of the aircraft. Portions of the evaluation may be evaluated orally. A pilot must also be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during an evaluation flight.

C3.3.3.1 The aircraft used for the evaluation(s) must be the same make, model, and series awarded for this contract and be equipped with dual controls. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Flight evaluations are conducted at the Contractor's expense.

C3.3.3.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may add, delete, or revise elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements.

C3.3.4 Services provided under this contract require DOI special use flight activities as identified herein. Pilots must have satisfactorily completed an agency initial and/or periodic flight evaluation(s) for these activities before being approved for use under the contract, unless otherwise indicated in the contract. The COTR will provide detailed information concerning the types and frequency of special use pilot flight evaluations when requested.

Low-level flight (within 500' of the surface)
Mountain flying (helicopter)
External load - short line ≤50' (helicopter)

C3.3.5 (If applicable) Each fuel servicing vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling procedures and of all fueling and safety equipment on the fuel servicing vehicle.

C3.3.6 Mechanics will be inspected to ensure they meet the contract requirements. Only those individuals, whose past

experience can be verified from log books, employment records, etc., will be approved for contract use.

C3.4 Substitute Personnel, Aircraft, or Equipment

C3.4.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed substitutes must meet pertinent contract specifications and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitutes to the COTR seven days prior to the scheduled arrival at the site. Requests received with fewer than seven days' notice will be accomplished as permitted by the COTR's schedule. The Government may charge the Contractor for the cost of any substitute inspections in accordance with Section C3.5

C3.4.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

C3.4.3 The bureau may require substitute pilots to obtain up to three hours each of training or orientation flight time at Contractor's expense. (This flight time is in addition to any necessary pilot evaluation flight(s)).

C3.5 Reinspection Expenses

C3.5.1 The Contractor must be liable for all Government incurred reinspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.5.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

C4 Personal Identity Verification of Contractor Personnel (52.204-9 SEPT 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

C4.1 Contractor Personnel Security Requirements

C4.1.1 It has been determined that Contractor personnel utilized in the support of this contract will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

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C4.1.2 Contractor employees utilized in support of this contract, will be treated as visitors (uncredentialed Contractor) and not be required to receive background investigations and credentialing. However, uncredentialed Contractors may be subject to the screening processes utilized at each federally controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and shall display it at all times during contract performance when accessing a federally controlled facility. The COR is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

C5 Availability of Funds (52.232-18 APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

C6 Aircraft Insurance

The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

C7 Government Furnished Property

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

www.acquisition.gov

52.245-1 Government Property (JUNE 2007)

C8 Prewrite Meeting

A prework meeting between the Government and the Contractor along with their primary crew members is typically held at or near the starting designated base and is usually in conjunction with the start of the exclusive use period. The Contractor's primary crew members must attend any prework meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc.); and (3) review of the local base procedures.

C9 Authority of Government Representatives

C9.1 Contracting Officer (CO)

The CO is the appointed Government official with authority to enter into, administer and terminate this contract. **No one but the CO is authorized under any circumstances to:**

C9.1.1 Award, agree to, or execute any contract, contract modification, or notice of intent.

C9.1.2 Obligate in any way the payment of money by the Government.

C9.1.3 Make a final decision on any contract matter that is subject to the Disputes clause of this contract.

C9.1.4 Terminate, for any cause, the Contractor's right to proceed.

C9.2 Contracting Officer's Technical Representative (COTR) is authorized to take any or all actions necessary to ensure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections. The COTR for the contract will be appointed at the time of award.

C9.3 The DOI – Aviation Management Aviation Safety Manager (ASM) is responsible for all matters concerning accident and incident with potential investigations.

C9.4 Contracting Officer's Representative (COR) is authorized to take any or all actions with respect to administrative functions. The COR for the contract will be appointed at the time of award.

Project Inspector (PI)

The COR or COTR may appoint a PI to assist them in carrying out their respective functions. If so, they shall notify the Contractor and the CO of those appointments and the authority of those individuals.

ADMINISTRATIVE MATTERS

C10 Personnel Conduct

C10.1 Replacement of Contractor Personnel

C10.1.1 Contractor employees required to work or reside on Federal property (National Parks, Refuges, Indian Reservations, etc.) are expected to follow the facility manager's rules of conduct that apply to both Government or non-Government personnel working or residing at these facilities. The COR will make available a copy of such rules. The Contractor may be required to replace employees who do not comply with these rules of conduct.

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C10.1.2 The Contractor must replace any employee who performs unsafely, ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

C10.1.3 The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

C10.2 Suspension of Pilot

C10.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C10.2.2 Upon involvement in an Aircraft Accident or National Transportation Safety Board (NTSB) Reportable Incident (see 49 CFR Part 830), a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C10.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C10.2.4 When requested, a suspended pilot must surrender all Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. Pilot suspension will continue until the investigation findings and decision indicate no further suspension is required and the Interagency Pilot Qualification card(s) is returned to the pilot; or revoked by the issuing agency.

C10.3 Safety Management System Plan

C10.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/safety program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/safety program must be organized under the following four components and as identified in the Safety Management System Plan/Safety Program Exhibit. (See Section C)

- Safety Policy
- Safety Risk Management
- Safety Assurance

-Safety Promotion

C10.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/safety program during the life of the contract.

C10.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above and in the Section C Exhibits.

C11 Safety and Accident Prevention

C11.1 The Contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the COTR.

C11.1.1 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C11.2 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

C11.3 The Contractor must develop and maintain programs necessary to ensure safe practices during ground and flight operations. These programs are a material part of contract performance.

C11.3.1 Examples of such programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.

C12 Mishaps

C12.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C12.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident
Fatal Injury
Incident.
Operator

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Serious Injury Substantial Damage

C12.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C12.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C12.1.4 Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the AMD ASM.

C12.1.5 Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C12.1.6 SAFECOM. An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form AMD-34 or FS 5700-14).

C12.2 Mishap Reporting

The Contractor must immediately, and by the most expeditious means available, notify the NTSB and the AMD ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

C12.2.1 The ASM must immediately be notified when an "Incident with Potential" occurs.

C12.2.2 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

1-888-4MISHAP (1-888-464-7427)

C12.3 Forms Submission

C12.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the AMD ASM with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C12.3.2 The Contractor must submit a "SafeCom" to the AMD ASM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at <http://www.safecom.gov/> is preferred. Blank SafeComs can be obtained from the AMD ASM. The submission of an

NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a "Safecom".

C12.4 Pilot Suspension

See Suspension of Pilot clause C10.2.

C12.5 Preservation Requirements

C12.5.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the ASM or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO or the ASM when taking such actions.

C12.5.2 The NTSB's release of the wreckage does not constitute a release by the ASM.

C12.6 Mishap Investigations

C12.6.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C12.6.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the ASM or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

C12.7 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

C12.8 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

C13 Federal Airport and Airway Excise Taxes

C13.1 Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation

SECTION C – CONTRACT TERMS AND CONDITIONS

tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C13.1.1 In order to establish the basis for tax, the contractor shall be responsible for ensuring that the AMD 23, Aircraft Use Report/Invoice is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C13.1.2 The information contained herein was current at the time of contract award. Changes imposed by the IRS and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: www.irs.gov

C13.2 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C13.3 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to then indicate in the Tax Code column on the right side of the AMD-23 whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) will then be applied by the NBC Aviation Management Finance Office, and the tax will be paid. Any exceptions to this procedure shall be coordinated with the NBC Aviation Management Finance Office and the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C13.4 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft

involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the contractor's employees aboard.

C13.5 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during the calendar year. A segment is a single takeoff and a single landing.

C13.5.1 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at: <http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

C14 Fuel

C14.1 Government Furnished - The Government will furnish, transport, and store all aircraft fuel required at no expense to the contractor for operations within Alaska and Canada, or reimburse the Contractor for fuel purchases as set forth in Section C14.2, Contractor Furnished Fuel.

C14.1.2 Government furnished fuel used by the Contractor for maintenance flights, repositioning aircraft, crew transportation, or any other flight for the convenience of the Contractor, will be deducted from amounts due the Contractor. Deductions will be at the current cost of fuel either provided by the Government or reimbursed to the contractor by the Government. (See Exhibit for fuel consumption rates.)

C14.2 Contractor-Furnished Fuel & Lubricants

C14.2 Fuel.

The cost of fuel furnished by the Contractor in lieu of Government-furnished fuel will be reimbursed to the Contractor as provided below:

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C14.2.1 General. The Contractor shall not charge any fuel acquired under this contract directly to the Government. All fuel not otherwise furnished by the Government must be paid by or charged to the Contractor. The purchase shall be approved by the Contracting Officer's Administrative Representative. Fuel-related costs shall be recorded as a line entry (i.e. dates, fuel charge, dollar amount, and use Pay Item Code "FC"), shall be summarized under "Other Charges/Credits" on the Aircraft Use Report (AMD-23), AND shall be supported by paid legible, itemized invoices from the supplier. Certified true copies may be submitted in lieu of the original invoice.

CONTRACT PERIOD AND RENEWAL

C15 Contract Period

Item 1

The contract period will be from date of award through February 28, 2011 unless otherwise extended as allowed herein.

When the option to extend is exercised the following contract periods will apply:

February 28, 2011 to—February 27, 2012

February 28, 2012 to—February 27, 2013

February 28, 2013 to—February 27, 2014

C16 Option to Extend the Term of the Contract (48 CFR 52.217-9, Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the contract.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) Options exercised prior to the availability of funds for a new fiscal year are subject to FAR 52.232-18 Availability of Funds, which is incorporated by reference.

(d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four years.

C17 Option to Extend Services (48 CFR 52.217-8, Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The CO may exercise the option by

written notice to the Contractor prior to the expiration of the contract.

C18 Exclusive Use Period

C18.1 The exclusive use period will extend for 90 calendar days for item 1.

C18.1.1 The date stipulated in Section A as confirmed by a Notice to Proceed issued by the CO or COR 10 days prior to the start date.

C18.1.2 The date established by a Notice to Proceed issued by the CO or COR and received by the Contractor at least 20 days in advance of the intended start date which establishes a start date that commences not more than 14 days prior to nor 14 days after the start date stipulated in Section A.

C18.1.2.1 The date established by a Notice to Proceed issued by the CO or COR and received by the Contractor less than 20 days in advance of the intended start date must be mutually agreed upon.

C18.1.3 The date determined according to the following paragraph.

C18.1.3.1 The exclusive use period start date is based on the assumption that the Contractor will receive notification of contract award or renewal at least 30 days before the exclusive use period begins. If notice of award or renewal is not received at least 30 days in advance of the start date, the exclusive use period will start when service begins or 30 calendar days after notice of award or renewal is received, whichever occurs first.

C18.2 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

C18.3 The CO must authorize by modification any use outside the exclusive use period and any agreed upon extension.

During the exclusive use period and any subsequent extension, aircraft furnished shall be subject to the exclusive use and control of the Government 24 hours per day, seven days per week.

C19 Extension of Exclusive Use Period

The Government at its option may extend the exclusive use period on a day-to-day basis for up to 30 days, either prior to the established starting date or subsequent to the ending date by modification to the contract. Extensions beyond this 30-day period are subject to the mutual agreement of both parties. The contract terms, conditions, specifications and

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prices will apply to such extension; however, in accordance with the Federal Travel Regulations (FTRs), the Government will pay subsistence daily for each overnight for each authorized crew member while operating at the designated or an alternate base.

AVAILABILITY REQUIREMENTS

C20 Availability Requirements

During the exclusive use period and any extension, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14-hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

C21 Schedule of Operations and Reaction Time

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C21.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C21.2 Alert. After standby Contractor personnel may be authorized to leave the immediate vicinity of the work site, but remain in an on call status subject to call back. When authorized to leave, they must maintain communications acceptable to the Government and must be ready for takeoff/dispatch within 60 minutes (or longer, if authorized by the Government) after the Government attempts to contact the Contractor's representative. Failure to return to service as required will result in loss of availability status and extended standby, as applicable.

C21.3 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

C22 Maintenance During Availability Period

C22.1 The COR may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR may require the Contractor to resume service within 60 minutes or

any other agreed upon time period. Failure to do so would result in unavailability status.

C22.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C23 Unavailability and Damages

C23.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR that they are available.

C23.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

MEASUREMENT AND PAYMENT

C24 Daily Availability

Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit, when services are unavailable or when the aircraft has been released for the Contractor's benefit.

SINGLE CREW: 1/14 per hour not to exceed 14/14 per day
DOUBLE CREW: 1/28 per hour not to exceed 28/28 per day

Reporting For Service. Contractors required to report to the designated base prior to 1200 shall be paid for one full day of availability. Those required to report at 1200 or after shall be paid for one-half day of availability.

Release From Service. Contractors released from service at or prior to 1200 noon shall be paid one-half of availability. Those released after 1200 shall be paid for one full day of availability.

C24.3 The Contractor, as directed by the COR, shall furnish additional personnel. Additional personnel (pilots) may be used to double crew an aircraft. The additional pilot shall be made available at the designated base or location set up for

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inspection at the time of the initial/annual aircraft inspection, along with the primary pilot.

C25 Flight Time

C25.1 Measurement of Flight Time. Flight time will be measured from lift-off to touchdown in hours and tenths. Flight time will be measured by means of an approved electrical time recorder, as required in Section B.

C25.2 Payment for Flight Time. The Government will pay for all flights ordered by the CO and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C25.3 Flights Associated with Inspections. Flight time associated with the DOI, NBC, Aviation Management (agency) inspection will be at the expense of the Contractor and will not be measured for payment.

C25.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C26 Mobilization/Demobilization

Designated Base. This is the site indicated in Section A where the aircraft is to report and from which it will be released.

Contractor's Home Base. This is the site at which the contractor conducts business and appears in Block 17 of the Standard Form 1449.

C26.1 The Contractor is responsible for all mobilization and demobilization costs to and from the designated base(s) stipulated in Section A. The Government may, at its discretion, release the Contractor from other than the base stipulated in Section A. The contract price will be adjusted as described below whenever the distance from the point of release to the Contractor's home base is greater than or less than the distance between the Contractor's home base and the designated base stipulated in Section A.

C26.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C26.3 Fuel servicing vehicle mileage will be measured using the most direct route taken from the Household Goods

Carriers' Bureau Mileage Guide developed by Rand McNally and Company.

C26.4 Distances that are greater than home base to the base stipulated in the Section A will result in a payment to the Contractor. Distances that are less than home base to the base stipulated in Section A will result in a decrease to the Contractor.

C26.5 Contractor shall be reimbursed for actual flights only. The flight to the designated base or the Contractor's home base shall commence within 30 days of release. Flights commencing after 30 days of release shall not be paid.

C27 Additional Pay Items (from Schedule of Items)

Claims for additional pay items addressed herein must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

C27.1 Subsistence Allowance. Each authorized crewmember may claim a subsistence allowance (lodging and meals) for each overnight stay, including mandatory days off, when assigned to a base away from the designated base.

C27.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or fire camp accommodations). If not Government provided, the Contractor will be paid an overnight allowance equal to the standard Federal Travel Regulation (FTR) rate (or high rate, if applicable). The Contractor may claim overnight expenses using either of the two following methods:

C27.1.1.1 Payment of the Standard or High Rate, if applicable) lodging and M&IE rate EXCLUDING lodging tax (does not require lodging receipts to be submitted with the invoice) or;

C27.1.1.2 Payment of actual lodging amount and M&IE rate not to exceed that authorized in accordance with the FTR plus lodging tax. An itemized lodging invoice detailing lodging cost and tax must be submitted with the invoice.

(a) The lodging and payment invoices must clearly show the county or city where the overnight stay occurred. High rate claims for subsistence that do not include this information will be reduced to the standard rate.

C27.1.2 If the Contractor does not use Government provided meals and/or lodging, the Government will not pay for contractor costs incurred for travel to alternate meal or lodging locations. No payment will be made for partial meals when the Contractor's crew is directed to operate in the field and returns to the designated base in the evening and no overnight stay occurs.

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C27.1.3 Unless the Government makes three meals available to the Contractor's employees, the appropriate total rate for meals and incidental expenses will be paid.

C27.1.4 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current FTR rates for the portion that is Contractor provided. Lodging will be handled as stated above. If meals/lodging are furnished by the Government, the subsistence will be reduced as follows: Breakfast 15%; Lunch 25%; Dinner 40%. The remaining 20% are for incidental expenses. If lodging is furnished by the Government, the lodging rate will not be paid. Use of Government or Contractor provided tents does not result in an entitlement for lodging payments.

Current rates established by the FTR are:

STANDARD

Meals and Incidental Expense: \$75.00

Lodging: \$100.00

Total: \$171.00

HIGH RATE

For current Alaska FTR per diem rates see Internet site <http://perdiem.hqda.pentagon.mil/perdiem/>.

For current L-48 FTR per diem rates see Internet site <http://www.gsa.gov> and select - Per Diem Rates, Domestic.

C27.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C27.3 Transportation Costs Associated with Operating Away From the Designated Base. When operating from an alternate base, the Contractor is required to provide for transporting relief personnel, unless otherwise directed by the Government. Prior to the exchange, the Contractor must advise the COR of the anticipated costs. The Contractor will be reimbursed for the actual cost incurred in delivering personnel to the base of operations base NOT TO EXCEED round trip coach fare Seattle-Tacoma International Airport to the location where the aircraft is working PROVIDED the Contractor notifies the ordering agent of the point of origin, and the ordering agent authorizes the delivery in writing. The Contractor will be paid actual necessary and reasonable costs for transporting personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C27.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit, attach supporting transportation invoices to the Transportation Worksheet, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion.

C27.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C27.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (currently 58.5 cents) (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR, the expense for charter resources must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs for Contractor personnel in travel status.

C27.4 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the designated base may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C27.5 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C27.6 Measurement of Additional Personnel. Additional personnel shall be measured for payment in for a period of 24 hours, midnight to midnight. Payment for additional personnel commences at the aircraft designated base and ends upon return of the additional personnel to the same base, unless otherwise agreed upon in writing. Additional personnel reporting for service prior to 1200 shall be paid for one full day. Those required to report at 1200 or after shall be paid for one-half day of the rate specified in Section A. Additional personnel released from service at or prior to 1200 shall be paid one-half day and those released after 1200 shall be paid for one full day.

C27.6.1 Service shall be recorded as unavailable at a rate of 1/14 for each hour whenever additional personnel are unavailable during that portion of the day when they have been scheduled to perform under the contract. Availability

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of the aircraft may also be affected due to the unavailability of the additional crew.

C27.7 Payment of Additional Personnel. When the Contractor is directed by the COR to furnish additional personnel, a lump sum payment as specified in Section A will be paid per day for travel and work days as compensation for each additional personnel ordered as measured above. A subsistence allowance will be paid in addition to the daily rate, when authorized.

C27.7.1 Travel Reimbursement. The Contractor will be reimbursed for the actual cost incurred in delivering personnel to the reporting base NOT TO EXCEED round trip coach fare Seattle-Tacoma International Airport to the location where the aircraft is working PROVIDED the Contractor notifies the ordering agent of the point of origin, and the ordering agent authorizes the delivery in writing. Reimbursement shall be supported by paid receipts, the passenger coupons, or certified true copies that are legible.

C28 Government Miscellaneous Charges

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

BILLING AND REPORTING REQUIREMENTS

C29 Designated Agency Office and Payment Office

The office identified in Block 18a of the SF1449 is the office designated by the contract to issue payments. It is the Contractor's responsibility to submit invoices as identified herein.

C30 Invoice Submissions

C30.1 The Contractor may submit invoices every two weeks starting the first day services begin. Services provided must be shown on a daily basis.

C30.1.1 The contractor may submit invoices every two weeks starting the first day services begin or upon conclusion of an mission. Services provided must be itemized on a daily basis.

C30.1.2 Invoicing and the issuance of payments is expected to be accomplished through a DOI Government provided electronic payment system. Contractors will be required to enter/confirm electronic data on a web based application with payment submission on intervals as stated above. The Government will provide advance information to awarded Contractors concerning the details of the system.

C30.3 Prior to the implementation of the electronic payment system, the Contractor shall submit invoices to the NBC Boise Acquisition Office identified on Block 18 of the SF 1449.

C31 Aircraft Use Report

The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, AMD-23 form. Instructions for proper completion of the Aircraft Use Report are contained in the AMD-23 booklet. The Contractor may use the completed and signed Aircraft Use Reports as their invoice.

EXHIBITS

C32 The following exhibits are enclosed and made part of this solicitation:

Section B

- Unacceptable Lap Belt and Shoulder Harness Conditions
- First Aid Kit and Survival Kit
- Standard Interagency Load Calculation Form
- Helicopter Fuel Consumption and Weight Reduction Chart
- Interagency Pilot Qualification and Approval Record (AMD64B)

Section C

- Statement of Equivalent Rates for Federal Hires
- Department of Labor Wage Determination Information
- Unavailability Conversion Chart
- Transportation Worksheet
- Safety Management System Plan/Program

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS

Item	Unacceptable Conditions
Webbing	<ol style="list-style-type: none">1. Frayed: 5 percent or more2. Torn3. Crushed4. Swelling: twice the thickness of original web or if difficult to operate through hardware5. Creased: no structural damage allowed6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness
Hardware	<ol style="list-style-type: none">1. Inoperable buckle or other hardware2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged3. Fabricated bushings or tie wraps used as bushings4. Rust/corrosion: only minor surface rust/corrosion allowed5. Wear: wear beyond normal use
Stitches	<ol style="list-style-type: none">1. Broken or missing2. Severe fading or discoloring3. Inconsistent pattern
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none">1. Missing2. Illegible
Age	Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

FIRST AID AND SURVIVAL KITS

These are the minimum required items for special use activities in the United States and U.S. possessions. Additional survival kit items are required for flight activities conducted in Canada and Alaska.

Minimum First Aid Kit Items			
Each kit must be in a dust-proof and moisture-proof container. The kit must be readily accessible to the pilot and passengers.			
Item	Passenger Seats		Passenger Seats
	0-9	10-50	
Adhesive bandage strips, (3 inches long)		8	16
Antiseptic or alcohol wipes (packets)		10	20
Bandage compresses, 4 inches		2	4
Triangular bandage, 40 inches (sling)		2	4
Roller bandage, 4 inches x 5 yards (gauze)		2	4
Adhesive tape, 1 inch x 5 yards (standard roll)		1	2
Bandage scissors		1	1
Body fluids barrier kit:		1	1
		2 pair latex gloves	
		1 face shield	
		1 mouth-to-mouth barrier	
		1 protective gown	
		2 antiseptic towelettes	
		1 biohazard disposable bag	

NOTE: Splints are recommended if space permits.

Minimum Aircraft Survival Kit Items	
Knife	
Signal mirror	
Signal flares (six each)	
Matches (two small boxes in waterproof containers)	
Space blanket (one per occupant)	
Water (one quart per occupant: not required when operating over areas with adequate drinking water)	
Food (two days' emergency rations per occupant)	
Candles	
Water purification tablets	
Collapsible water bag	
Whistle	
Magnesium fire starter	
Nylon rope or parachute cord (50 feet)	

These are additional items for Alaska only:

Rations for each occupant sufficient to sustain life for one week.
One axe or hatchet
One first aid kit
One mosquito headnet for each occupant
Insect repellent containing at least 40% DEET ingredient
An assortment of tackle such as hooks, flies, lines, sinkers, etc.

October 15 to April 1

One pair of snowshoes
One sleeping bag
One wool blanket or equivalent for each occupant over four years of age.

Note: Operators of multiengine aircraft licensed to carry more than 15 passengers need carry only the food, mosquito nets, and signaling equipment at all times other than the period from October 15 to April 1 of each year, when two sleeping bags and one blanket for every two passengers shall also be carried. All of the above emergency rations and equipment requirements are the minimum requirements under current law.

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EXHIBIT

Standard Interagency Load Calculation Method and Form

INTERAGENCY HELICOPTER		MODEL	
LOAD CALCULATION OAS-67/FS 5700 (11/03)		N#	
PILOT(S)		DATE	
MISSION		TIME	
1 DEPARTURE		PA	OAT
2 DESTINATION		PA	OAT
3 HELICOPTER EQUIPPED WEIGHT			
4 FLIGHT CREW WEIGHT			
5 FUEL WT (_____ gallons X _____ lb per gal)			
6 OPERATING WEIGHT (3 + 4 + 5)			
	Non-Jettisonable		Jettisonable
	HIGE	HOGE	HOGE-J
7a PERFORMANCE REF (List page/chart from FM)			
7b COMP GROSS WT (FM performance section)			
8 WT REDUCTION (Req for all non-jettisonable)			
9 ADJUSTED WEIGHT (7b minus 8)			
10 GROSS WT LIMIT (FM limitations section)			
11 SELECTED WEIGHT (Lowest of 9 or 10)			
12 OPERATING WEIGHT (From line 6)			
13 ALLOWABLE PAYLOAD (11 minus 12)			
14 PASSENGERS/CARGO MANIFEST			
15 ACTUAL PAYLOAD (Total of all weights listed in Item 14) Line 15 must not exceed line 13 for the intended mission.			
PILOT SIGNATURE			
MGR SIGNATURE		Hazmat Yes ____ No ____	

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EXHIBIT

Interagency Helicopter Load Calculation Instructions

A load calculation must be completed for all flights. A new calculation is required when operating conditions change ($\pm 1,000'$ in elevation or $\pm 5^\circ\text{C}$ in temperature) or when the helicopter operating weight changes (such as changes to the equipped weight, changes in flight crew weight, or a change in fuel load).

All blocks must be completed. Pilot must complete all header information and items 1-13. Helicopter manager completes items 14 and 15.

1. Departure. Name of departure location and current pressure altitude (PA, read altimeter when set to 29.92) and outside air temperature (OAT, in Celsius) at departure location.

2. Destination. Name of destination location and PA and OAT at destination. If destination conditions are unknown, use MSL elevation from a map and standard lapse rate of $2^\circ\text{C}/1,000'$ to estimate OAT.

Check the box in line 1 (departure) or line 2 (destination) to indicate the most restrictive values used to obtain computed gross weight in line 7b.

3. Helicopter equipped weight. Equipped weight equals the empty weight (as listed in the weight and balance data) plus the weight of lubricants and onboard equipment required by contract (i.e., survival kit, rappel bracket).

4. Flight crew weight. Weight of the pilot and any other assigned flight crewmembers on board (i.e., copilot, flight engineer, navigator) plus the weight of their personal gear.

5. Fuel weight. Number of gallons on board \times the weight per gallon (jet fuel = 7.0 lb/gal; AvGas = 6.0 lb/gal).

6. Operating weight. Add items 3, 4 and 5.

7a. Performance references. List the specific flight manual supplement and **hover performance** charts used to derive computed gross weight for line 7b. Separate charts may be required to derive HIGE, HOGE, and HOGE-J. **HIGE:** Use hover-in-ground-effect, external/cargo hook chart (if available). **HOGE and HOGE-J:** Use hover-out-ground-effect charts for all HOGE operations.

7b. Computed gross weight Compute gross weights for HIGE, HOGE, and HOGE-J from appropriate flight manual

hover performance charts using the pressure altitude (PA) and temperature (OAT) from the most restrictive location, either departure or destination. Check the box in line 1 (departure) or line 2 (destination) to indicate which values were used to obtain computed gross weight.

8. Weight reduction. The Government weight reduction is required for all “non-jettisonable” loads. The weight reduction is optional (mutual agreement between pilot and helicopter manager) when carrying jettisonable loads (HOGE-J) where the pilot has total jettison control. The appropriate weight reduction value, for make and model, can be found in the current helicopter procurement document (contract).

9. Adjusted weight. Line 7b minus line 8.

10. Gross weight limitation. Enter applicable gross weight limit from **limitations** section of the basic flight manual or the appropriate flight manual supplement. This may be maximum gross weight limit for takeoff and landing, a weight/altitude/temperature (WAT) limitation or a maximum gross weight limit for external load (jettisonable). Limitations may vary for HIGE, HOGE, and HOGE-J.

11. Selected weight. The lowest weight, either line 9 or 10, will be entered for all loads. Applicable limitations in the flight manual must not be exceeded.

12. Operating weight. Use the value entered in line 6.

13. Allowable payload. Line 11 minus line 12. The maximum allowable weight (passengers and/or cargo) that can be carried for the mission. Allowable payload may differ for HIGE, HOGE, and HOGE-J.

14. Passengers and/or cargo. Enter passenger names and weights and/or type and weights of cargo to be transported. Include mission accessories, tools, gear, baggage, etc. A separate manifest may be used.

15. Actual payload. Total of all weights listed in item 14. Actual payload must not exceed allowable payload for the intended mission profile; i.e., HIGE, HOGE, or HOGE-J.

Both pilot and helicopter manager must review and sign the form. Check if hazmat is being transported. Manager must inform the pilot of type, quantity, and location of hazmat on board.

SECTION C - CONTRACT TERMS AND CONDITIONS

EXHIBIT

Helicopter Fuel Consumption and Weight Reduction Chart

		Fuel Consumption	Load Calculation
		<u>Gallon/Hour</u>	<u>Weight Reduction-Lb</u>
EUROCOPTER	AS-330J	179	NOT ESTABLISHED
	AS-332L-1	160	NOT ESTABLISHED
	AS-350B	45	130
	AS-350B-1	46	160
	AS-350B-2	48	160
	AS-350B-3	50	175
	AS-350D	38	130
	AS-355F-1	58	140
	AS-355F-2	58	140
	AS-365N-1	87	275
	BK-117	77	160
	BO-105CBS	55	180
	SA-315B	58	180
	SA-316B	58	170
	SA-318C	56	80
	SA-319B	55	NOT ESTABLISHED
	SA-341G	56	170
	EC-135	64	220
BELL	47	17A	90
	47/SOLOY	23	120
	204B (UH-1 SERIES)	88	200
	205A-1	89	260
	206B-II	25	100
	206B-III	27	130
	206L-1	32	150
	206L-3 (incl L-1 C30P)	38	180
	206L-4	38	180
	210	90	Not Established
	212	100	390
	214B	160	380
	214ST	133	NOT ESTABLISHED
	222A	70	NOT ESTABLISHED
	222B	83	NOT ESTABLISHED
	222UT	83	NOT ESTABLISHED
	407	45	155
	412	110	390
	412HP	110	390
MD	500C	23	110
	500D/E	28	120
	520N	32	100
	530F	34	120
	600N	41	155
	900/902	69	210
HILLER	SL-3/4	21A	90
	UH-12	17A	90
	1100B	22	130
	UH-12/SOLOY	23	100
SIKORSKY	S-55T	47	170
	S-58D/E	83A	OGE 000 IGE 400
	S-58T/PT6T-3	115	OGE 000 IGE 400
	S-58T/PT6T-6	115	OGE 000 IGE 600
	S-62A	70	300
	S-70	160	N/A

"A" after the gallons indicates Avgas; all others are turbine.

12/01

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)

IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE
SERVICE CONTRACT ACT

THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION

(See following page)

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- | | |
|--|-----------------------------|
| Aircraft Pilot, GS-11 (Conterminous 48 States) | \$ 25.34 |
| Aircraft Pilot, GS-12 (Alaska) | \$ 27.71 plus 24% = \$34.34 |
| Aircraft Mechanic (Conterminous 48 States) | \$ 22.31 |
| Aircraft Mechanic WG 10 (Alaska) | \$ 29.05 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- | | |
|---------------------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day |
| 3. President's Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
 - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
 - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 907-271-5021 or submit a written facsimile request to 907-271-6446.*

DOL Wage Determination No. 1995-0222 Rev. 27 Dated 02/06/2009

Area: Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and Virgin Islands.

Occupation Airplane Pilot Minimum Hourly Wage: \$ 24.36

DOL Wage Determination No. 2005-2017 Rev. 9 Dated 06/18/2008

Area: Alaska, Statewide

Occupation Aircraft Mechanic I	Minimum Hourly Wage: \$ 26.11
Aircraft Mechanic Helper	Minimum Hourly Wage: \$ 20.47
Aircraft Servicer	Minimum Hourly Wage: \$ 22.87
Aircraft Worker	Minimum Hourly Wage: \$ 24.05

DOL Wage Determination No. 1995-0221, Rev. 20 Dated 06/19/2008

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light *	Minimum Hourly Wage: \$9.88
Truckdriver, Medium **	Minimum Hourly Wage: \$15.69
Truckdriver, Heavy ***	Minimum Hourly Wage: \$16.72

As defined in the DOL Service Contract Act Directory of Occupations, truck drivers are classified by type and rated capacity of truck as follows:

- *Straight truck, under 1 ½ tons, usually 4 wheels
- **Straight truck, 1 ½ to 4 tons inclusive, usually 6 wheels
- ***Straight truck, over 4 tons, usually 10 wheels

All occupations listed above receive the following benefits:

1. **Health & Welfare:** \$3.24 an hour or \$129.60 a week or \$561.60 a month.
2. **Vacation:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same federal facility. (Reg. 29 CFR 4.173).
3. **Holidays:** A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King JR's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved. (See 29 CFR 4.174)
4. **HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and

SECTION C – CONTRACT TERMS AND CONDITIONS

pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay

5. Uniform Allowance: If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

Request for Authorization of Additional Classification and Wage Rate (Standard Form 1444 (SF 1444)): If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determination. The offeror can then view the wage determination in its entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

To receive a wage determination in its entirety or from an area other than Alaska, please contact the issuing office at 907-271-6061 or submit a written facsimile request to 907-271-4788.

SECTION C – CONTRACT TERMS AND CONDITIONS**EXHIBIT****DOD Insurance Requirements**

TABLE 15-1 ARMY REGULATION 95-2 Minimum aircraft liability coverage requirements for privately owned business or commercial aircraft (including passengers)					
RULE NO.	IF THE MGTOW IS	THEN FOR	THE MINIMUM FOR BODILY INJURY IS	THE MINIMUM FOR PROPERTY DAMAGE IS	THE MINIMUM LIABILITY FOR PASSENGERS IS
1	12,500 LBS. AND UNDER	EACH PERSON EACH ACCIDENT	\$100,000 \$200,000	\$100,000	\$100,000 \$100,000 X NUMBER OF PASSENGER SEATS
2	OVER 12,500 POUNDS	EACH PERSON EACH ACCIDENT	\$100,000 \$1,000,000	\$1,000,000	\$100,000 \$100,000 X 75% X NUMBER OF PASSENGER SEATS

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

UNAVAILABILITY CONVERSION CHART

HOURS UNAVAILABLE	UNITS OF AVAILABILITY RECORDED AS:	UNITS OF UNAVAILABILITY RECORDED AS:
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT
TRANSPORTATION WORKSHEET**

When assigned to an alternate base, the Contractor will be paid for actual <u>necessary and reasonable</u> costs associated with transporting authorized personnel. The Contractor is responsible for advising the on-site Government representative(s) of the anticipated cost associated with transporting relief (and/or maintenance) personnel to the alternate base prior to the relief exchange. <u>Claims must be supported by itemized invoices.</u> See contract clause “Transportation Costs Associated with Operating Away From the Designated Base” for detailed information				
DATE		ALTERNATE BASE LOCATION		
Relief Exchange – Involved Crew Member(s)				
<input type="checkbox"/> Pilot Name		<input type="checkbox"/> Fuel Servicing Vehicle Driver Name		<input type="checkbox"/> Mechanic (If required by contract) Name
Scheduled Maintenance				
<input type="checkbox"/> Mechanic Name		<input type="checkbox"/> Other Name		
Maintenance Accomplished		Reason for providing additional personnel		
ITEMIZATION OF COSTS – Invoices and/or receipts are attached (copies are acceptable)				
Airline Transportation	Name		\$	
Airline Transportation	Name		\$	
Charter Aircraft	Invoice to include aircraft make/model, flight time, hourly rate, passengers, and departure/destination location, date and time		\$	
Rental Car			\$	
Rental Car Fuel			\$	
POV	Total Mileage	From	To	\$
Other (explain)				\$
				\$
				\$
				\$
				\$
Total ACTUAL Cost				\$
Yes, the COR was notified of the anticipated cost for this alternate base transportation expense prior to mobilization of the relief personnel				Date
Contractor Representative Signature				

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

SAFETY MANAGEMENT SYSTEM (SMS) PLAN/SAFETY PROGRAM

The Contractor should structure their submittal by the component/elements shown below. Prepare a stand-alone document in the format shown below by inserting/including company existing and implemented SMS Plan/safety program under the applicable component /elements to include cover pages to indicate what component element the information falls under. If the Contractor has no implemented practice under any element, they should so state under the applicable element. This document should include developed and functioning practices that are a part of the company's efforts relative to aviation safety.

SAFETY POLICY Every type of management system must define policies, procedures and organizational structures to accomplish its goals. An SMS must have policies and procedures in place that explicitly describe responsibility, authority, accountability, and expectations. Most importantly, safety must be a core value.	
1	Safety Policy <i>INSERT COMPANY DATA</i>
2	Management commitment & safety accountability <i>INSERT COMPANY DATA</i>
3	Key safety personnel <i>INSERT COMPANY DATA</i>
4	Emergency preparedness & response <i>INSERT COMPANY DATA</i>
5	SMS documentation & records <i>INSERT COMPANY DATA</i>
SAFETY RISK MANAGEMENT A formal system of hazard identification and management is fundamental in controlling an acceptable level of risk. A well-designed risk management system describes operational processes across department and organizational boundaries, identifies key hazards and measures them, methodically assesses risk, and implements controls to mitigate risks.	
6	Hazard identification and analysis (includes system description and task analysis) <i>INSERT COMPANY DATA</i>
7	Risk assessment and control (includes safety risk analysis, assessment and control/mitigation) <i>INSERT COMPANY DATA</i>
SAFETY ASSURANCE Policies, process measures, assessments and controls are in place. The organization must incorporate regular data collection, analysis, assessment and management review to assure safety goals are being achieved. Solid change management processes must be in place to assure the system is able to adapt.	
8	Safety performance monitoring and measurement (includes monitoring, internal and external audits, evaluations, investigations, employee reporting & feedback system, analysis of data, system assessment, preventive/corrective action and management review) <i>INSERT COMPANY DATA</i>
9	Management of change <i>INSERT COMPANY DATA</i>
10	Continual improvement <i>INSERT COMPANY DATA</i>
SAFETY PROMOTION The organization must continually promote, train, and communicate safety as a core value with practices that support a sound safety culture.	
11	Competencies and training (includes personnel expectations and training) <i>INSERT COMPANY DATA</i>
12	Communication and awareness <i>INSERT COMPANY DATA</i>

There are a number of reference documents that can be found relative to SMS. It is suggested that for further guidance it is important that the author of the submittal review the below references.

- Federal Aviation Administration (FAA) AC No. 120-92 (6/22/06). Introduction to Safety Management Systems for Air Operators
- SMS Toolkit available at: http://ihst.rotor.com/Portals/54/2009_SMS_Toolkit_ed2_Final.pdf
- SMS video available at <http://www.rotor.com/Default.aspx?tabid=2481>

SECTION D – INSTRUCTIONS TO OFFERORS

SECTION D – INSTRUCTIONS TO OFFERORS

INTRODUCTION

D1. General Information

D1.1 The services of this Request for Proposals (RFP) are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 12, Acquisition of Commercial Items and FAR Subpart 13.5, Test Program for Certain Commercial Items.

D1.2 If you wish to compete for the contract described in Sections A through C of this RFP, you must submit a proposal that includes a signed and dated offer and other requested information by the time and date shown on the SF1449.

INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (52.212-1 JUN 2008) [Tailored SEPT 2005]

D2 North American Industry Classification System (NAICS) Code and Small Business Size Standard

The NAICS code and small business size standard for this acquisition is 481211 and 1,500 employees respectively.

D3 Proposals

To be considered as a prospective Contractor for the requirement identified in this solicitation, an offeror must submit a proposal consisting of a valid offer and the Offeror Capability Information identified below. Send proposals to:

By mail, hand carried or express delivery service:

**Department of the Interior
Aviation Management
4405 Lear Court
Anchorage, AK 99502**

By facsimile: **907-271-5021**

D4 Offer Contents

D4.1 SF 1449, Solicitation/Contract/Order for Commercial Items, completed and signed.

D4.2 Solicitation Section A, pricing page(s) completed where indicated with unit rates offered in U.S. whole dollars for daily availability, flight time, additional pilot, mechanic helper, and fuel servicing vehicle driver. Offerors may offer varying prices for option years. Compute the extended yearly amounts for availability by multiplying the unit prices offered times the quantities shown. Enter an extended amount for each year as well as an amount for the total for all years. The

Government will round pricing submitted with cents up to the next whole dollar. Estimates are for evaluation purposes only.

D4.3 A completed copy of the Offeror's Representations and Certifications included in Section E (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically).

D4.4 A completed copy of Offeror's Miscellaneous Information included in Section E.

D4.5 Acknowledgment of Solicitation Amendments (if any).

D4.6 A completed copy of the Aircraft Questionnaire included in Section E. The aircraft make, model, and payload we confirm will be made a part of your offer and will be binding if your offer is accepted for award. The confirmed information will be identified in Section A of the conformed contract.

D4.7 Offeror Capability Information. Offeror must include:

A completed copy of the Reference Questionnaire included in Section E.

D4.8 A completed copy of the Pilot Questionnaire included in Section E. Pilots. Personnel (pilots) offered will be made part of your offer and will be binding if your offer is accepted for award. The confirmed information will be identified in Section B of the conformed contract.

D5 Late Submissions, Modifications, Revisions, and Withdrawals of Offers

Late Submissions, Modifications, Revisions and Withdrawals of Offers are subject to the terms of Federal Acquisition Regulation (FAR) clause 52.212-1(f), which is incorporated by reference, except that offers may be withdrawn in writing at any time before award is made.

D6 Data Universal Numbering System (DUNS) Number

Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for

SECTION D – INSTRUCTIONS TO OFFERORS

the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

D7 Special Notice to Offerors

D7.1 Central Contractor Registration

Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. Failure to register in the CCR database prior to award may affect your ability to be awarded a contract and the Contracting Officer may proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

EVALUATION OF PROPOSALS

The Government will evaluate proposals and select the Contractor based on (1) offer acceptability, (2) evaluated price, (3) aircraft payload and capability, and (4) offeror capability, as explained below.

D8 Offer Acceptability

The Government must deem offers to be acceptable to consider them further and will base determinations of offer acceptability on the following two subfactors:

D8.1 Assent to Solicitation Terms. Your offer must assent to all terms of this request for proposals and you must provide all information requested. Your offer will be unacceptable if you take exception to any term of this solicitation.

D8.2 Minimum Aircraft Requirements. Your offer must propose an aircraft that meets or exceeds the Minimum Aircraft Requirements specification in Section A of this solicitation. Your offer will be unacceptable if you propose an aircraft that fails to meet any of the Minimum Aircraft Requirements specified in Section A of this solicitation.

D8.3 Unacceptable offers will be eliminated without considering aircraft payload, offeror capability or price.

D9 Evaluated Price

D9.1 The Government will apply the unit prices (to include any discounts offered for award) in acceptable offers, including option year unit prices, to the quantities identified in Section A. The totals for availability, flight time, additional pilot, helper, and fuel servicing vehicle driver for all years will be added together to arrive at the estimated evaluated price for each offeror. Once the estimated evaluated prices of all acceptable offers have been determined for each item, the Government will compare the evaluated prices, by item, and eliminate any offer with an unreasonably high-evaluated price, without considering aircraft payload or offeror capability. The Government will then perform a tradeoff analysis, as described below in D12 with the remaining offers.

D9.2 The Government reserves the right to reject offers that have materially unbalanced availability and flight rates in comparison to other offers received. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and there is a reasonable doubt that the offer will result in the lowest overall cost to the Government even though it may be the low evaluated offer, or if it is so unbalanced as to be tantamount to allowing an advance payment.

D10 Aircraft Payload and Capability

D10.1 The Government will evaluate the capability of each proposed aircraft by considering the number of insured passenger seats, published flight manual airspeeds, and the HIGE, HOGE and HOGE-J payload amounts that the Government will compute by using the Section A minimum/target requirements along with the information included with each offer. The greater an aircraft's capability, the better the evaluation it will receive for this item. The higher the payload for your proposed aircraft, the better the evaluation you will receive for this factor. However, an aircraft payload that is unsupported by the offeror's aircraft current weight and balance report, equipment list, and/or charts will be evaluated as high risk to be capable of the payload offered and evaluation of the payload will be impacted.

D10.2 The aircraft make, model and HOGE payload that the Government confirms with the offeror will be made a part of the offer and will be binding if an offer is accepted for award.

D11 Offeror Capability

The Government will evaluate your capability based on the following two subfactors:

D11.1 Organizational Experience. The Government will base its evaluations of your experience on the extent to which you have performed services of the kind described in paragraph B1.1 of the Technical Specifications of this RFP and under similar contract terms. The more recent your experience, and the broader and deeper, the better the evaluation you will receive. Only your firm's experience as

SECTION D – INSTRUCTIONS TO OFFERORS

an organization will be considered. We will not consider experience more than three (3) years old.

D11.2 Organizational Past Performance. The Government will evaluate your past performance in rendering services of the kind described in paragraph B1.1 of the Technical Specifications of this RFP. "Past Performance" refers to the quality of your work in the past. Your past performance will be evaluated on the basis of information obtained from references and other sources. The Government will give greater weight to its own experiences with you, if any, than it will give to reports obtained from others; and it will not consider past performance more than three years old.

D11.3 Pilot Qualifications And Past Performance. We will evaluate your proposed pilots based on the extent to which they have performed services similar to those contained in this solicitation and in make and model of aircraft offered. Pilots possessing qualifications less than the minimum required in paragraph B9 will not be considered. Pilots exceeding the requirements and those with more recent experience will receive a better evaluation. If your offer is accepted for award, the pilots offered on the questionnaire will be added as key personnel under the resultant contract at C3. If other than the proposed pilots are to be used, the replacement pilots shall meet or exceed the skill, experience, and knowledge possessed by the originally proposed pilot. (See also Section C for replacement approval.)

D12 Tradeoff Analysis and Contractor Selection

This solicitation will result in an award to a single Contractor. We will select the Contractor by comparing the acceptable offers with reasonable evaluated prices. We will compare them on the basis of proposed aircraft capability, offeror capability, and evaluated price. If one offer is best on all the factors, then we will select that offer as the best value. If no offer is best on all the factors, then we will consider the differences among offers and make tradeoffs in order to determine which offer is the best value. We will award the contract(s) to the offer(s) that have the best combination of aircraft capability, offeror capability, and evaluated price for each item.

D13 Notice of Award

The Government intends to make a single award as a result of this solicitation. The Government will provide the successful Contractor with a written notice of award, either by mail or other means, upon selection. This notice will result in a binding contract without further action by either party.

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (AUG 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision-

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C 395(c).

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except-

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of Manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 of which is owned by one or more veterans (as defined by 38 U.S.C. 101(2)) or, in the case of publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(1) Whose management and daily business operations are controlled by one or more women.

(b) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs_____.

[Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it **is** ☐, **is not** ☐ a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represents itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it **is** ☐, **is not** ☐ a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represents itself as a small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it **is** ☐, **is not** ☐ a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it **is** ☐, **is not** ☐ a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business*

concern in paragraph (c)(1) of this provision.] The offeror represents that it **is** ☐, **is not** ☐ a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern.* *(other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it **is** ☐ a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* (Not applicable to this solicitation.)

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* (Not applicable to this solicitation.)

(9) *Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]* (Not applicable to this solicitation.)

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that--

(i) it **is** ☐, **is not** ☐ a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it **is** ☐, **is not** ☐ a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.* The offeror represents that--

(i) It **has** ☐, **has not** ☐, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, and

(ii) It **has** ☐, **has not** ☐, filed all required compliance reports.

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

(2) Affirmative Action Compliance. The offeror represents that--

(i) It **has developed and has on file** ☐, **has not developed and does not have on file** ☐, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It **has not** ☐ previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Not applicable to this solicitation.)

(g) *Buy American Act - Free Trade Agreements - Israeli Trade Act Certificate*. (Not applicable to this solicitation.)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) **Are** ☐, **are not** ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) **Have** ☐, **have not** ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) **Are** ☐, **are not** ☐ presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

(4) **Have** ☐, **have not** ☐ presently, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. (Not applicable to this solicitation)

(j) *Place of manufacture*. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act*. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror **does** ☐, **does not** ☐ certify that –

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror **does** ☐, **does not** ☐ certify that –

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customer.

(3) If paragraph (k)(1) or (k)(2) of this clause applies–

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and

3325(d), reporting requirements of 26 U.S.C 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal Government.

(4) *Type of Organization*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign Government;

☐ International organization per 26 CFR

1.6049-4;

☐ Other _____

(5) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.* (1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

OFFEROR NAME _____

SECTION E – OFFEROR'S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

SECTION E EXHIBITS

Offerors Miscellaneous Information

Aircraft Questionnaire

Reference Questionnaire

Interagency Helicopter Pilot Qualifications and Approval

Pilot Questionnaire

SECTION E OFFEROR REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

OFFEROR'S MISCELLANEOUS INFORMATION

Offeror's DUNS Number		
Offeror's Complete E-mail Address		
Offeror's Office Telephone Number		
Offeror's Facsimile (FAX) Number		
Offeror Contact Representative(s)	1. Name	Telephone

SECTION E OFFEROR REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

AIRCRAFT QUESTIONNAIRE

You may recreate this form but it must include all the information listed

This Questionnaire completely and accurately completed will be used to determine your aircraft payload capability.

REPRODUCE AND SUBMIT FOR EACH AIRCRAFT OFFERED - COMPLETE SHADED BLOCKS

<u>Minimum Aircraft Requirements</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> Seating: Powerplant: Cruising airspeed: Range: Landing Gear: Internal Payload </div> <div style="width: 70%;"> Five (5) insured passenger seats not including pilot Turbine engine rated at 641 shaft horsepower exclusive of installation limitations. 115 nautical miles per hour at sea level. 280 nautical miles at sea level (not including 20 minutes reserve fuel) for items Skid Type, Extended gear Internal payload (HIGE) of 700 pounds and (HOGE) of 600 pounds at 20 degrees C at 3,000 feet pressure altitude using a pilot weight of 200 pounds, a 25 pound survival kit and fuel for 1.9 hours. (N3) </div> </div>			
Aircraft Make and Model	FAA Registration #	Serial #	# of Insured Passenger Seats <i>(excludes pilot seat)</i>
Aircraft Equipped Weight <i>(Your aircraft weight & balance report & equipment list will be used to substantiate this weight – see note 1. below)</i>			
Currently Installed Aircraft Equipment to be Removed to Achieve Offered Payload Below <i>(If none, indicate NONE)</i>		Equipment to be Added to Meet the Aircraft Specifications Requirements <i>(If none, indicate NONE)</i>	
EQUIPMENT ITEM	WEIGHT	EQUIPMENT ITEM	WEIGHT
ENTER YOUR PROPOSED HOGE AND HIGE AIRCRAFT PAYLOAD <i>(The aircraft make, model and HOGE payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award. Note: Use the target aircraft payload parameters at 3000' to calculate the HIGE and HOGE payloads.</i>			HOGE HIGE

NOTE

1. By signing below, I acknowledge that I have included the aircraft's

- (1) Latest aircraft weight and balance report,
- (2) Aircraft equipment list,
- (3) Aircraft appropriate hover ceiling charts used to arrive at the above payload.
- (4) AMD-67 Load calculation form using the proposed target aircraft payload at 3000' @ + 20 degrees C

Failure to include the above information, will effect the evaluation you receive for your aircraft.

2. By signing below, I certify to the best of my knowledge that the above information is accurate.

Name and Signature of Representative Completing this Form	Date
OFFEROR'S NAME	

SECTION E OFFEROR REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

PILOT QUESTIONNAIRE –

Complete for each pilot and relief pilot proposed for use. Pilot skills and specific (or project) experience can be a significant element to successful performance. That experience should be highlighted through the identification of a specific pilot (by name) or by the minimum skill levels (project types, make and model, geographic area experience, or tasks such as long line) that are offered for any pilot the contractor proposes to assign to this contract. Reproduce this sheet as necessary.

COMPLETE THIS SHEET FOR EACH PROPOSED PILOT					
Pilot Name:		Airman Certificate #:			
Indicate if Individual is to be Primary or Relief Pilot:		[] PRIMARY		[] RELIEF	
Meets Minimum PIC Time Requirements at B3.1				Yes [] No []	
Previous or Current Possession of an Interagency Card:				Yes [] No []	
If YES to above, Identify Issuing Government Office:					
Enter Expiration Date of Card:					
XX				List Hours	
Total /Helicopter Time					
Total Time in Make and Model Offered					
Briefly explain locations and type flying accomplished which demonstrates pilot's actual experience appropriate to the type work referenced in the solicitation.					
DESCRIBE PILOT'S HELICOPTER RELATED EXPERIENCE (WITHIN LAST 3 YEARS) IN THE FORMAT SHOWN BELOW.					
<u>Experience/Description</u>		<u>Aircraft Type</u>	<u>Location</u>	<u>Dates</u>	<u>Hours Logged</u>
CUSTOMER REFERENCES					
<u>Customer's Name and Company</u>			<u>Phone Number</u>		
Description of all violations, license suspensions or revocations, and accident history for the pilot for the past three years.					



OFFICE OF AIRCRAFT SERVICES



Contract No. _____

INTERAGENCY HELICOPTER PILOT QUALIFICATIONS AND APPROVAL RECORD

Rental Agreement No. _____

Name Last	First	MI	Date of Birth	Home Telephone
Home Address	City	State	Zip Code	
Employed By	Address	Telephone	Employed Since	
Previous Employer	Address	Telephone	Period Employed	
Previous Employer	Address	Telephone	Period Employed	

Medical Certificate:

Class _____ Date _____

Airman Certificate:

Number _____ ATP _____ COM _____

Date Last OAS/USFS Card Approval: _____

Date Last OAS/USFS Checkride: _____

Limitations _____

Ratings _____

Inspector's Name _____

	Hours
Pilot-In-Command Helicopter	
Turbine Engine Helicopters PIC	
Reciprocating Engine Helicopters PIC	
PIC Helicopter Last 12 Months	
Weight Class: under 6,000	
over 6,000	
Night PIC	
Offshore PIC	

FAR 135 Flight Check (Attach copies or complete statement on reverse).

If OAS/USFS card has ever been denied, suspended, or revoked explain below.

Aircraft Accidents/FAA Violations Filed Within the Last 5 Years. No ____ Yes ____ (Explain Below)

Make/Model/Series				
Total Time PIC				
Time Last 12 mos. PIC				
Time Last 60 days PIC				
Time Last 30 days PIC				
Mountainous Terrain PIC				

I certify that the information listed on this form is true and correct. In addition, I certify that I have read the statements on the back of this form covering information pursuant to Public Law 93-579 (privacy Act of 1974).

Date	Signature of Pilot	
Duty Approved For: (Inspector Shall Initial)	For Inspector's Use Only	
_____ Sling Operations (1)	_____ Wild Fowl Hazing (8B)	_____ Hoversite (8C)
_____ Fire Suppression/Helitack (2A)	_____ Reconnaissance/Surveillance (6D)	_____ Rappel (8D)
_____ Helitanker/Bucket (2B)	_____ Platform Landing, Off-shore (7)	_____ Instrument (11)
_____ Snow Operations (Deep Snow) (4)	_____ Helitorch/Aerial Ignition (8)	_____ Long Line--Remote Hook (12)
_____ Float Operations (Fixed Fit) (5)	_____ Mountain Flying (9A)	_____ Night Vision Goggles (13)
_____ Animal Herding (6A)	_____ USGS/BOM Special Experience (9B)	_____ Other

Type Aircraft Approved:	Inspector's Signature	Agency	Date	Expiration Date

Remarks: _____

OAS-64B/USFS 6700 (09/90)

White-Contracting/Tech. Services

Yellow-Inspector

Green-Pilot

SECTION E OFFEROR REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

REFERENCE QUESTIONNAIRE

You may recreate this form but it must include all the information listed

If you fail to include all requested information or we are unable to contact your references based on the information you provide, you may not receive consideration for the work done. Include recent (not more than 3 years old) experience of the kind described in paragraph B1.1 of the specifications.

[illegible]

